

OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

REGION 21

In the Matter of:

SOS International, LLC,

Case Nos. 21-CA-178096

21-CA-185345

and

21-CA-187995

Pacific Media Workers Guild  
Communications Workers of  
America, Local 39521,  
AFL-CIO.

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UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 21

In the Matter of:

SOS INTERNATIONAL, LLC,

and

PACIFIC MEDIA WORKERS GUILD  
COMMUNICATIONS WORKERS OF  
AMERICA, LOCAL 39521,  
AFL-CIO.

Case Nos. 21-CA-178096  
21-CA-185345  
21-CA-187995

The above-entitled matter came on for hearing, pursuant to notice, before **MICHAEL A. ROSAS**, Administrative Law Judge, at the National Labor Relations Board, Region 21, 888 South Figueroa Street, Room 901, Los Angeles, California 90012, on **Monday, September 25, 2017, 1:18 p.m.**

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**A P P E A R A N C E S**

**On behalf of the General Counsel:**

**LARA HADDAD, ESQ.**

**BRYAN LOPEZ, ESQ.**

NATIONAL LABOR RELATIONS BOARD - REGION 21  
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I N D E X

<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>VOIR DIRE</u>
J. Gutierrez-Bejar	26	113			

E X H I B I T S

<u>EXHIBIT</u>	<u>IDENTIFIED</u>	<u>IN EVIDENCE</u>
<b>General Counsel:</b>		
GC-1(a) through (gg)	7	7
GC-2	32	32
GC-3	34	34
GC-4	35	35
GC-5	36	36
GC-6	40	40
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GC-21	80	80

E X H I B I T S

<u>EXHIBIT</u>	<u>IDENTIFIED</u>	<u>IN EVIDENCE</u>
<b>General Counsel:</b>		
GC-22	83	83
GC-23	84	84
GC-24	86	86
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GC-42	109	109

P R O C E E D I N G S

JUDGE ROSAS: Okay. On the record. All right, this is a hearing in the matter of SOS International, LLC. Cases 21-CA-178096, and 185345, and 187995. I am Judge Michael A. Rosas, R-O-S-A-S. I'm with the Washington Division of Judges of National Labor Relations Board. Counsel for the parties, state your appearances. General Counsel?

MS. HADDAD: Laura Haddad for the General Counsel.

MR. LOPEZ: Brian Lopez for the General Counsel.

JUDGE ROSAS: Charging Party?

MS. BRADLEY: Lorrie Bradley from the firm of Beeson, Tayer and Bodine for the Charging Party.

JUDGE ROSAS: City and location?

MS. BRADLEY: Oakland, California.

JUDGE ROSAS: Respondent?

MR. ROBERTS: Charles P. Roberts, III. The firm of Constangy, Brooks, Smith and Prophete, Winston-Salem, North Carolina. And Mr. Shawn Cramer of the same firm, Los Angeles, California.

JUDGE ROSAS: Okay. All right. Counsel for the General Counsel, you've handed up the formal papers. Can you identify them for the record?

MS. HADDAD: Yes, Your Honor. This is General Counsel's Exhibit Number 1, index and description of the formal documents.

1 MR. ROBERTS: No objection.

2 JUDGE ROSAS: Is it 1(gg) through what?

3 MS. HADDAD: Excuse me, 1(a) through 1(gg).

4 JUDGE ROSAS: No objection. General Counsel's 1(a)  
5 through 1(gg) are received in evidence without objection.

6 **(General Counsel Exhibit Number 1(a) through 1(gg) Received**  
7 **into Evidence)**

8 JUDGE ROSAS: All right. Anything else preliminarily  
9 before we proceed?

10 MS. HADDAD: No, Your Honor, not at this time.

11 MR. ROBERTS: Motion to sequester the witnesses.

12 JUDGE ROSAS: Okay. All right. So we'll do that first.  
13 Okay. All right. Counsel has invoked the rule requiring that  
14 witnesses be separated or sequestered. So from this point on,  
15 witnesses, or persons in this proceeding with specific  
16 exceptions, may be present in the courtroom only when they are  
17 giving testimony. The exceptions are any and all designated  
18 individuals, including the alleged discriminatees, natural  
19 persons who are parties, persons who are shown by a party to be  
20 essential to the presentation of the party's cause. They may  
21 remain in the courtroom, even if they are going to give  
22 testimony, or have testified.

23 However, such alleged discriminatees, charging party's  
24 representatives, designated individuals, however may not remain  
25 in the courtroom when other witnesses on behalf of their side



1 are giving testimony regarding events about which that person  
2 will be expected to testify.

3 So that from this point on, until the trial is finally  
4 closed, no witness may discuss with any other potential  
5 witness, either the testimony that they have given, or intend  
6 to give.

7 The best way to avoid any such problem is simply not to  
8 discuss the case with other potential witnesses, until after  
9 the trial is completed.

10 Under the rule as applied by the Board, with one  
11 exception, counsel for a party may not, in any manner,  
12 including the showing of transcripts, inform witnesses about  
13 the content of testimony given by preceding witnesses, without  
14 my express permission.

15 The exception is that counsel for a party may inform  
16 counsel's witness of the content of testimony, including the  
17 showing of transcripts given by a witness for the opposing  
18 side, to prepare for rebuttal testimony. Counsel are expected  
19 to police the rule and bring any issues that may remain to my  
20 attention.

21 Okay. Any questions?

22 MS. HADDAD: No, Your Honor.

23 MR. ROBERTS: No, Your Honor. Just identify others in  
24 the courtroom, Mr. Turk is an in-house counsel and will not be  
25 a witness. Mr. O'Brien may be a witness, strictly with

1 relationship to documents, but he would be our exception, or  
2 someone we need --

3 JUDGE ROSAS: Your designated individual.

4 MR. ROBERTS: Designated individual.

5 JUDGE ROSAS: Okay. So the issue would only come up if at  
6 all, during your case.

7 MR. ROBERTS: Right.

8 JUDGE ROSAS: When witnesses are testifying to the same  
9 transactions. Anything else?

10 MS. HADDAD: No, Your Honor.

11 JUDGE ROSAS: Okay.

12 MS. HADDAD: I'd like to make a brief opening statement.

13 JUDGE ROSAS: Okay.

14 MS. HADDAD: Okay. Good afternoon. This case concerns the  
15 unlawful termination of multiple employees of a federal  
16 contractor in retaliation for their protected, concerted, and  
17 union activities. Multiple instances of unlawful threats  
18 against, and interrogation of employees, for their protected  
19 concerted activities in union activities, the maintenance of  
20 unlawful rules, and finally, the misclassification of employees  
21 as independent contractors in violation of Section 8(a)(1).

22 Respondent, in this case, SOS International, LLC, often  
23 referred to as SOSI is a federal contractor based in Reston,  
24 Virginia and provides interpretation services nationwide and  
25 internationally. The U.S. Department of Justice has a division

1 called the Executive Office of Immigration Review, known as the  
2 EOIR, which is the system of the Administrative Federal and  
3 Immigration Courts nationwide.

4 Immigration judges hear deportation cases at each of these  
5 courts. The EOIR Courts have their own fulltime interpreters,  
6 but these interpreters are small in number, and the DOJ has,  
7 for the last 15 years, at least, contracted out the majority of  
8 its interpreting needs to private companies.

9 The majority of interpreters that work at the EOIR Courts  
10 nationwide, work for the private contractor, holding the  
11 contract, not directly for the DOJ.

12 In the summer of 2015, Respondent was awarded the federal  
13 contract for the DOJ's EOIR to provide interpretation services  
14 at each of the 58 immigration courts throughout the country.  
15 To do so, Respondent must employ interpreters across the United  
16 States to interpret hundreds of languages, as needed. Many of  
17 the interpreters needed are Spanish language interpreters,  
18 however, all other languages are also represented.

19 Once awarded the contract, Respondent sought to hire  
20 interpreters who were already working at the EOIR Courts, under  
21 the previous federal contractor, Lionbridge. However, the  
22 rates initially offered were almost half of what interpreters  
23 were already making. In Southern California, at multiple EOIR  
24 locations in downtown Los Angeles, and Adelanto, interpreters  
25 who had worked at the EOIR for federal contractors for years

1       were alarmed.

2               Many of these interpreters here in Los Angeles and in  
3       Adelanto are Spanish language interpreters, who saw each other  
4       on a near daily basis, due to the high level of demand at the  
5       EOIR Courts.

6               Further, interpreters based in Adelanto would often travel  
7       the nearly two hours to Los Angeles EOIR Courts, in order to  
8       work cases. In late summer and early fall 2015, approximately  
9       20 to 30 interpreters began to discuss with each other the new  
10      rates that Respondent was offering, and decided to turn it  
11      down.

12              They reached out to other interpreters throughout  
13      California, by email, text message, phone call, and through a  
14      message service called WhatsApp. Collectively, the  
15      interpreters agreed not to accept the wage offered, and  
16      together determined what wage rates they would be willing to  
17      accept.

18              Also, in early fall 2015, one of the interpreters in Los  
19      Angeles reached out to IGA, the Interpreters Guild of America,  
20      a sub-unit of the Communication Workers of America for help and  
21      advice in negotiating the Respondent. Others soon joined and  
22      interpreters who worked in the Southern California EOIR Courts,  
23      attended union meetings and signed membership cards.

24              In October 2015, Respondent, realizing they did not have  
25      enough interpreters for the EOIR Courts in Southern California,

1 to meet its federal obligations under the federal contract,  
2 reached out to interpreters in California, and was put in touch  
3 with those who were leading the group activities.

4 At the end of October 2015, through emails and several  
5 phone calls, and conference calls, the interpreters negotiated  
6 the wage rate and structure that they wanted, and a  
7 cancellation fee for cases. Some of those terms, however, were  
8 set by the DOJ, and those that were not were set by Respondent.

9 The agreements that they had negotiated were all for terms  
10 expiring at the end of August 2016. However, all interpreters  
11 believed that they would continue to work long term for  
12 Respondent, as they had previously for Lionbridge.

13 The interpreters who helped negotiate terms with  
14 Respondent and reached out to other interpreters include many  
15 of the discriminatees involved in this case. Hilda Estrada,  
16 Maria Portillo and Stephany Magana. Respondent officially  
17 began providing interpretation services to the EOIR on December  
18 1st, 2015. By all accounts, the first few months were chaotic.  
19 Interpreters were double booked, de-assigned from cases, and by  
20 January 2016, many interpreters had not been paid by  
21 Respondent.

22 As these issues persisted, the interpreters who had been  
23 involved in negotiating better contracts continued to be active  
24 in pushing for better workplace conditions. They added more  
25 interpreters that were willing to organize for better workplace

1 conditions, and reached out to interpreters nationwide. They  
2 continued to meet in person and keep in contact by email and  
3 text. Their text message group through WhatsApp grew to over  
4 120 interpreters who worked for Respondent at that time.

5 Beginning in January of 2016, interpreters circulated and  
6 submitted multiple petitions and letters to Respondent, as well  
7 as to officials at the EOIR and the DOJ concerning injustice  
8 qualifications without action having been taken by the EOIR,  
9 concerning the payment issues, concerning Respondent's plan to  
10 outsource hiring in Southern California to a third party that  
11 paid cheaper rates, and the disqualification from the EOIR  
12 Courts of one of the leaders of the interpreters.

13 The Southern California interpreters, in particular, also  
14 participated in media interviews concerning the issues they had  
15 with Respondent, and circulated press releases and Facebook  
16 posts detailing their issues with Respondent.

17 These activities went beyond Southern California. In  
18 Chicago an interpreter, Kathleen Morris, drafted and circulated  
19 a letter on behalf of Chicago interpreters, concerning the lack  
20 of payments by Respondent, and expressing solidarity with the  
21 Southern California interpreters in the face of the  
22 undercutting of their wage rates. This letter was also  
23 submitted to Respondent.

24 Believing that some of what was occurring was retaliation  
25 for their protected activities, interpreters filed a charge

1 with the Labor Board in spring 2016. In summer 2016,  
2 interpreters continued to ask Respondent, on behalf of  
3 themselves and others, about policies and practices that  
4 affected them. The interpreters also continued their union  
5 activities. Also throughout spring and summer 2016, they  
6 continued to attend union meetings.

7 In August 2016, as interpreters' contracts were set to  
8 expire, Respondent gave a contract extension to interpreters  
9 throughout the United States. However, it did not extend the  
10 terms of the contracts of the interpreters who had been most  
11 active in protected, concerted union activities. Thereby  
12 terminating them in violation of Section 8(a)(1) and 8(a)(3) of  
13 the Act.

14 This included the following discriminatees, Hilda Estrada,  
15 Jo Ann Gutierrez-Bejar, Maria Portillo, Patricia Rivadeneira,  
16 Stephany Magana, and Kathleen Morris. All had worked at the  
17 EOIR Courts for several years, and some for over a decade. And  
18 no reason was given by Respondent for their terminations.

19 On August 25th and 26th, 2016, these interpreters  
20 demonstrated outside one of the EOIR Courts in downtown Los  
21 Angeles, concerning their terminations and working conditions  
22 for Respondent.

23 Other interpreters joined them. One such interpreter,  
24 based in Adelanto, California, Irma Rosas, who had been  
25 involved in the protected activities and negotiations, and was

1 also involved in union activities, joined the interpreters and  
2 their demonstration. Demonstrations also reported widely by  
3 the media.

4 The evidence will show that during those two days, Ms.  
5 Rosas' coordinator, Haroon Siddiqui, an agent of Respondent,  
6 interrogated other interpreters about Ms. Rosas' involvement in  
7 the demonstrations. And then on the second day of the  
8 demonstrations, impliedly threatened Ms. Rosas, surveilled her,  
9 and gave the impression that she was under surveillance, in  
10 violation of Section 8(a)(1).

11 Then, Mr. Siddiqui took away all of the cases that Ms.  
12 Rosas had been assigned at her home port in Adelanto,  
13 reassigning her solely to work in Los Angeles, two hours away,  
14 in retaliation for her participation in the demonstration, in  
15 violation of Section 8(a)(1) and Section 8(a)(3). When she  
16 protested, he assigned her less work during the month of  
17 September 2016, a decrease resulting in lost wages, also in  
18 violation of Section 8(a)(1) and 8(a)(3).

19 As a result of these, and other retaliatory measures, Ms.  
20 Rosas was constructively discharged at the end of September  
21 2016, in retaliation for her protected concerted and union  
22 activities.

23 The evidence will also show that in September 2016,  
24 despite initially terminating her, Respondent offered an  
25 extension, and a full week of cases to one of the



1 discriminatees, Maria Portillo, on the bases that she was one  
2 of the most reliable interpreters that Respondent had. The  
3 evidence will show that after accepting these cases, including  
4 a case that she was preparing to travel for the following day,  
5 Respondent's Program Manager, Martin Valencia, called her back,  
6 and cancelled her extension, stating that she was one of the  
7 seven or eight interpreters that Respondent would not work  
8 with. This cancelation, which amounted to a termination, was  
9 in violation of Section 8(a)(1) and 8(a)(3).

10 Also in September 2016, Respondent suffered a data breach,  
11 where it uploaded the information of multiple interpreters to  
12 its network, which is accessible by all. Many interpreters  
13 discussed this issue amongst themselves, as they did not  
14 receive any answers immediately from Respondent.

15 One such interpreter, based at the EOIR in Georgia, Ismael  
16 Turania, emailed multiple representatives of Respondent, asking  
17 about the breach, and when he did not receive a response, he  
18 emailed an exchange WhatsApp messages with other interpreters  
19 concerning this breach, and the new wage rates that Respondent  
20 was offering for their 2016 contracts, which were significantly  
21 lower than the one below.

22 He also posted a public Facebook post during the third  
23 week of September 2016, concerning Respondent's data breach and  
24 wage rates. The evidence will show that about September 22nd,  
25 2016, attorneys acting on behalf of Respondent, sent Mr.

1 Turania a letter, ordering him not to discuss the data breach,  
2 and wage rates, demanding a written list of everyone he had  
3 submitted his Facebook post to, and threatening him with legal  
4 action if he did not delete his Facebook post, and disavow what  
5 he had said to others about Respondent. All of these  
6 statements are in violation of Section 8(a)(1) and 8(a)(3).

7 Then on October 4th, 2016, Respondent rescinded Mr.  
8 Turania's contract, thereby terminating him, in violation of  
9 Section 8(a)(1).

10 Also, in September 2016, interpreter Rosario Espinoza  
11 received her new contract from Respondent, with much lower  
12 rates than her previous one. She is based in San Francisco.  
13 She discussed these terms with her coworkers, discussed whether  
14 she could request a higher rate, and forwarded the email  
15 Respondent had sent her, with a link to the new proposed  
16 contract, to another interpreter.

17 On September 27th, 2016, Respondent terminated Ms.  
18 Espinoza, by rescinding her contract. Siting the fact that she  
19 had shared the proposal Respondent had sent her with others,  
20 and threatened her with legal action, in violation of Section  
21 8(a)(1).

22 On October 6th, 2016, attorneys for Respondent sent a  
23 letter to 17 interpreters, including Ms. Espinoza, concerning  
24 the fact that they shared links to their own contract proposals  
25 with wage rates that Respondent had emailed them, with others.

1 In the letter, the attorneys told interpreters that they could  
2 not share this information to others, they demanded to know, in  
3 writing, who each interpreter had forwarded the information to,  
4 and threatened legal action against those interpreters that  
5 they did not comply, all in violation of Section 8(a)(1).

6 Further, since at least September 14th, 2016, at all  
7 material times, Respondent has maintained unlawful handbook  
8 revisions, and unlawful publicity clause, and an unlawful  
9 confidentiality clause, in violation of Section 8(a)(1).

10 Finally, General Counsel contents that Respondent has  
11 misclassified all of its interpreters, its employees as  
12 independent contractors under the Act, in violation of Section  
13 8(a)(1).

14 Underlying this entire case is the issue of employee  
15 status. It's Respondent's burden to show that the interpreters  
16 are not employees, and it cannot meet that burden. The Board  
17 applies the common law factors enumerate in the second  
18 restatement to determine whether control lies with the  
19 purported independent contractor or with the employer. When  
20 considering the issue of whether workers that a Federal  
21 contractor employs are employees, the Board does not consider  
22 the incidents of control required by government contracts. It,  
23 instead, looks at the control that the employer does have, and  
24 the Board has found that even a modest showing of employer  
25 control supports employee status, if it outweighs the control

1 that the worker has.

2 Here, the record will show that Respondent employs over  
3 1,300 interpreters, who work at the EOIR Courts. And the terms  
4 and conditions of their employment not required by the  
5 Government are dictated by Respondent. Counsel for General  
6 Counsel will show that the contracts that they sign with  
7 Respondent are largely the same, with several key terms of the  
8 structure of the agreement dictated by Respondent, and not by  
9 the employees.

10 Further, Respondent unilaterally changes the terms and  
11 conditions of employment not controlled by the Government  
12 contract. Respondent controls whether interpreters can switch  
13 their cases. While interpreters can ostensibly turn down  
14 cases, the evidence will show multiple occasions where  
15 interpreters are retaliated against for doing so, especially  
16 when they disputed a rate.

17 Interpreters are paid time, not by job. Interpreters  
18 identify themselves as employees of Respondent. These are just  
19 a few of the several factors that point to employee status.

20 Respondent may point to the fact that some interpreters  
21 work intermittently, or that some may have other jobs. The  
22 Board, however, considers the industry practices, and is noted  
23 that there is a public policy interest in not disenfranchising  
24 workers simply because of the peculiarities of their trade.  
25 Thus, the Board has recognized that employees I certain

1 industries, that typically have intermittent working patterns,  
2 and they will accommodate those facts.

3 As such, the General Counsel urges Your Honor to find that  
4 each of the named discriminatees are employees under the Act.  
5 Further, that interpreters who work for Respondent nationwide  
6 are employees under the Act, and finally, that Respondent has  
7 violated Section 8(a)(1) and 8(a)(3) of the Act, as described  
8 previously.

9 As a remedy for Respondent's unfair labor practices, the  
10 General Counsel respectfully requests that Your Honor issue an  
11 order requiring Respondent to immediately reclassify all of its  
12 interpreters as employees nationwide, and to email notices to  
13 every interpreter, informing them of this.

14 Further, the General Counsel requests that as a remedy for  
15 the unfair labor practices, Your Honor requires that Respondent  
16 may make the named discriminatees whole, by paying them for all  
17 consequential damages incurred by reason of Respondent's  
18 termination of them, and that Your Honor issues an appropriate  
19 order with all of the relief that is just and proper.

20 Thank you, Your Honor.

21 JUDGE ROSAS: Charging Party, do you want an opening, do  
22 you want to waive, or do you want to reserve for later?

23 MS. BRADLEY: I don't have a statement at this moment.  
24 I'll reserve.

25 JUDGE ROSAS: Okay. Respondent?

1           MR. ROBERTS: Yes, I'd like to make one. We do agree, I  
2 think Respondent agrees that the overriding issue is whether  
3 these interpreters are employees or independent contractors.  
4 However, contrary to what the General Counsel says, these  
5 interpreters are highly skilled individuals who have gone  
6 through, you know, education, training, experience. There's  
7 many nuances of interpreting that SOSI has no control over. In  
8 fact, SOSI has no supervisors within the Court. There's no one  
9 -- the regional coordinators are not interpreters themselves,  
10 then, so they're not even qualified to know, to control, or to  
11 dictate the manner in which these interpreters do their job.

12           So the evidence will show that the interpreters completely  
13 control the manner in which they do the job of interpreting.  
14 The relationship with the Government, the contract, there are  
15 certain things that any courtroom would expect, including  
16 things such as proper dress, you know, being there on time.  
17 These are things that are dictated by the nature of the  
18 assignment, and not by SOSI.

19           The very little that SOSI controls, the interpreters have  
20 the ability to accept, reject cases. They have, in fact  
21 interchanged cases with each other. SOSI merely asking that  
22 its coordinator be made aware of what's going on. SOSI  
23 provides no tools, no equipment. All of their equipment, they  
24 bring their own bilingual dictionaries. The Court provides  
25 certain interpreting equipment.

1           The Judges -- there's much -- contrary to what she says,  
2   most of the interpreters have been paid on an assignment basis.  
3   We agree that there were extensive negotiations in the fall of  
4   2015, between the interpreters as a group, and Respondent, in  
5   which the interpreters largely dictated their own terms of  
6   contracting, including a specific intent to be independent  
7   contractors. And we think this is highly influential in the  
8   analysis, is that there was a mutual intent not to be  
9   employees, to have the flexibility, to have the ability to work  
10  for other agencies.

11           In fact, many of these interpreters, have -- some of them  
12  have their own businesses. Many have over the years worked for  
13  multiple agencies, attorneys, and others. It's a true  
14  independent lifestyle. And it's the advantages of that  
15  lifestyle that dictated the relationship and the negotiations  
16  and this mutual intent to establish an independent contractor  
17  relationship.

18           As far as the historical events, much of what she said is  
19  largely true. I mean SOSI did take over this contract in the  
20  summer of 2015. It was a chaotic time when they first started.  
21  Quite frankly, they weren't prepared to make it happen, as it  
22  should have. There were payment issues. There were complaints  
23  by many of the interpreters. They were addressed. And the  
24  payment issues were resolved in the January, February of 2016.

25           Thereafter, there were protests of various kinds.

1 Contrary to the belief of many of the interpreters, SOSI was  
2 not trying to replace them. But it was trying to build a  
3 network of interpreters whom it could contract with, or call,  
4 because of the call structure. The travel, it was basically  
5 losing two million dollars a month, on this contract, because  
6 of travel costs, and other penalties, for not having a  
7 sufficient number of interpreters in its data base, to handle  
8 all of the cases that were being -- were being sent.

9 With the new administration this has even been increased  
10 even more. So there was a lot of issues and turmoil during the  
11 summer, or throughout the first six months of 2016. When SOSI  
12 got this contract, it was a -- there was a one-year base  
13 period, from August or September 1 of 2016 to August 31, 2016.  
14 There were four option years that the Government had the right  
15 to exercise.

16 So when the contract was coming up for the second -- or  
17 the first option year in August of 2016, SOSI did attempt to  
18 reach out and renegotiate some of the rate structures, in order  
19 to -- in order to bring its costs into control. It did meet  
20 with resistance, and most of the interpreters, the existing  
21 interpreters continued on extensions of their initial  
22 contracts. Many of them are still working on the initial  
23 extensions of their original contract.

24 What the record will reflect is that we have eight or 900  
25 interpreters throughout the country and more than 100 different



1 languages. Some of which I have never even heard of. Many of  
2 these interpreters -- some may work once a year. Some may work  
3 100 assignments a year.

4 But the other thing is that because they negotiated half  
5 day and full day rates, most of these interpreters were not  
6 paid on an hourly basis. Most of these -- half day sessions  
7 and typically would end in an hour to two hours, and the  
8 interpreters would get a half day rate for that. And if they  
9 had an afternoon session, and had an hour and a half hearing  
10 each morning, for three hours of work they received essentially  
11 eight hours' worth of pay. So they were -- they were very  
12 successful in negotiating their own rates.

13 There was a non-renewal of -- or extensions were not  
14 offered to a certain number of them. It's our position that  
15 they were independent contractors, that from SOSI's point of  
16 view, these particular contracts were not -- or contractors  
17 were not working in conjunction with them. Were working in  
18 opposition to them. And the decision was made not to renew or  
19 extend their contracts. We contend that as independent  
20 contractors, that's a natural and legal right to terminate  
21 those contracts.

22 With regard to the data breach that was mentioned, the  
23 issue concerned not the interpreters sharing of their own  
24 terms, but their sharing of terms of another interpreter who  
25 had -- whose data had unwittingly been made public, or made --

1     been uploaded in a manner that others could see, so the  
2     interpreters who received the letters from the outside law firm  
3     were ones who the investigation revealed had repeatedly shared  
4     another interpreter's contract data with others. And we would  
5     contend that that's not protected activity, to share the  
6     private data of another interpreter. Even if in fact, they  
7     were employees, which we deny.

8             So I think the overriding issue is the employee status, or  
9     independent contractor status. And I think the evidence will  
10    overwhelmingly show that these interpreters intended to, and  
11    do, in fact, function as independent contractors.  
12    Historically, they've been treated as independent contractors  
13    by all other contractors. And I think there's even nationwide  
14    -- I think there's studies that reflect, you know, 90 percent  
15    of all interpreters are treated as independent contractors.

16            So we would ask that if in fact, Judge finds that they  
17    were independent contractors, I think the entire underpinning  
18    of the complaint will disappear.

19            Thank you.

20            JUDGE ROSAS: Okay. All right. We'll deal with some of  
21    these other preliminary matters later. And you ready to  
22    proceed?

23            MS. HADDAD: Yes, we are, Your Honor.

24            JUDGE ROSAS: Okay. Call your first witness.

25            MR. LOPEZ: We'd like to Jo Ann Gutierrez Bejar.

1 Whereupon,

2 **JO ANN GUTIERREZ-BEJAR**

3 having been duly sworn, was called as a witness herein and was  
4 examined and testified as follows:

5 THE CLERK: Please have a seat. State and spell your  
6 name, and provide us with an address.

7 THE WITNESS: Good afternoon. My name is Jo Ann  
8 Gutierrez-Bejar. J-O A-N-N G-U-T-I-E-R-R-E-Z - B-E-J-A-R. And  
9 my address is 10631 Bexley Drive, Whittier, California 90606.

10 **DIRECT EXAMINATION**

11 Q BY MR. LOPEZ: Thank you. Ms. Gutierrez-Bejar, have you  
12 ever worked as an interpreter at the Executive Office of  
13 Immigration Review?

14 A Yes.

15 Q And when did you start performing interpretation services  
16 there?

17 A In September of 2012.

18 Q And who did you work for, when you started performing  
19 interpretation services there?

20 A For Lionbridge.

21 Q And what languages did you interpret?

22 A Spanish and English.

23 Q Were you employed by anyone else while performing  
24 interpretation services at EOIR after Lionbridge?

25 A SOSI.

- 1 Q And when were you employed by them?
- 2 A I started working for them in January 2016.
- 3 Q Are you currently working anywhere?
- 4 A Yes.
- 5 Q Where are you working?
- 6 A I work for the Superior Courts of San Bernardino County.
- 7 Q What is your position there?
- 8 A Court interpreter.
- 9 Q And are you classified as an employee there?
- 10 A Yes.
- 11 Q Is that a full-time position?
- 12 A Yes.
- 13 Q When you worked for Lionbridge, did your contract expire
- 14 each year?
- 15 A No.
- 16 Q Were you ever denied a renewal?
- 17 A No.
- 18 Q Were you required to have any specific qualifications to
- 19 perform interpretation services at EOIR?
- 20 A You had to pass an exam and you also needed one year of
- 21 work in a legal setting.
- 22 Q Did those requirements change under SOSI?
- 23 A No, I don't think so.
- 24 Q And what were your qualifications to perform
- 25 interpretation services at the time you started working for

1 SOSI?

2 A Well, I'm a court-certified interpreter. I became  
3 certified in 2013. But before then I had been interpreting and  
4 translating since 2007.

5 Q And when you worked for SOSI, what EOIR Courts did you  
6 regularly work at?

7 A I worked at the building on 606 Olive Street. And then I  
8 also worked at the Federal Building on Los Angeles Street.

9 Q Okay. And what city are those addresses located at?

10 A In the city of Los Angeles.

11 Q Is there a difference between the types of cases that are  
12 heard at those locations?

13 A Primarily at the Federal Building, we hear detainee cases.  
14 They are heard also at the Olive Building, but those are  
15 through video remote. But that would be the difference.

16 Q Is there a difference in the level of difficulty to  
17 interpret those cases?

18 A Yes, the detainee calendar tends to be a little bit more  
19 difficult, just because of the nature of the cases.

20 Q Could you explain why the nature of the cases would be  
21 more difficult?

22 A Yes. The detainee cases tend to be people who are  
23 detained, but they talk about asylum and torture. You know,  
24 some, you know, persecution and, you know, a lot of political  
25 terminology, so that tends to be more difficult than people who

1 are not in custody.

2 Q And how did you first hear about SOSI?

3 A I first heard about SOSI through a friend.

4 Q And about when did you first hear about them?

5 A I heard around the end of August of 2015.

6 Q What did you hear about them?

7 A She told me that SOSI was coming in and taking over the  
8 interpreting services contract.

9 Q And did anyone from SOSI reach out to you?

10 A Yes. I did receive a call.

11 Q And who was that call from?

12 A That person's name was Maria. I don't remember her last  
13 name. But she called me asking about -- she asked for my  
14 Social Security Number, and if I was interested in working with  
15 SOSI.

16 Q And did you give her that information?

17 A I did not.

18 Q Were you aware that there was a group of interpreters that  
19 were negotiating an agreement with SOSI?

20 A Yes.

21 Q How are you aware of that?

22 A I started receiving emails.

23 Q Who were those emails from?

24 A From Hilda Estrada.

25 Q And what were those emails about?

1     A     These emails were about the different negotiations and the  
2     process that they were going through in order to achieve pay  
3     raise and conditions.

4     Q     And who is Hilda Estrada?

5     A     Hilda Estrada is another Spanish language interpreter at  
6     EOIR.

7     Q     Did you know any of the interpreters that were involved in  
8     negotiations with SOSI?

9     A     Yes.

10    Q     Who are they?

11    A     Angel Garay and Diana Illaraza.

12    Q     Anyone else that you can recall?

13    A     For the negotiation team, I think those were the main  
14    three.

15    Q     So you mentioned Angel Garay, and Diana Illaraza. Who was  
16    the third?

17    A     Hilda Estrada, sorry.

18    Q     Okay. Were you aware that that group of interpreters had  
19    reached an agreement with SOSI?

20    A     Yes.

21    Q     And how did you know that?

22    A     They notified us through an email update.

23    Q     And did you know any of the terms of that agreement that  
24    they came to?

25    A     Yes.

1 Q What terms were you aware of?

2 A The pay rate.

3 Q And what was the pay rate that you heard about?

4 A The pay rate was 225 for a half-day session, and 425 for a  
5 full day session.

6 Q Okay. I'm going to show you what's been marked as GC  
7 Exhibit 2.

8 JUDGE ROSAS: How many exhibits do you have for this  
9 witness?

10 MR. LOPEZ: A lot of exhibits, Your Honor.

11 JUDGE ROSAS: All right. Let's go off the record. Why  
12 don't you get them together?

13 MR. LOPEZ: Okay.

14 (Off the record at 1:52 p.m.)

15 JUDGE ROSAS: On record.

16 Q BY MR. LOPEZ: Okay, Ms. Gutierrez-Bejar, I'm showing  
17 what's been marked as GC Exhibit 2. Have you had a chance to  
18 take a look at that?

19 A Yes.

20 Q Okay. Do you recognize that email?

21 A Yes.

22 Q And who sent that email?

23 A I did.

24 Q And when did you send that email?

25 A I sent it on November 2nd, 2015.



1 Q And who did you send that email to?

2 A To Raphy Kasselian and Claudia Thornton.

3 Q And who are they?

4 A Raphy Kasselian is, I think, a -- I'm sorry, I don't know  
5 his title. I can't remember his title, but Claudia Thornton is  
6 a program manager.

7 Q Do you know who Raphy Kasselian works for?

8 A SOSI.

9 Q Okay. And what is this email about?

10 A This email was --

11 JUDGE ROSAS: Hold on. The document speaks for itself.  
12 Why don't you just lead her rather than have her read from the  
13 document. Is there something you want to point out?

14 MR. LOPEZ: I didn't expect her to read from the document,  
15 Your Honor.

16 JUDGE ROSAS: All right. Is there any objection to this  
17 document?

18 MR. ROBERTS: No objection.

19 JUDGE ROSAS: All right. General Counsel's 2 is received  
20 into evidence.

21 **(General Counsel Exhibit Number 2 Received into Evidence)**

22 Q BY MR. LOPEZ: Okay. And, let's see. How did you know to  
23 contact Mr. Raphy Kasselian and Ms. Claudia Thornton?

24 A I spoke to Angel Garay, and he let me know.

25 Q Okay. And at the time that you received this, or that you

1 sent this email, did you know what contract terms SOSI would  
2 provide you?

3 A Yes.

4 Q And how did you know that?

5 A Through the email updates that Hilda Estrada was sending.

6 Q And did anyone from SOSI confirm that you would receive  
7 the same contract terms as the group of interpreters in  
8 Southern California?

9 A No.

10 JUDGE ROSAS: Just by the way, we'll probably -- it sounds  
11 like we'll probably have some more of these, but a lot of these  
12 documents that are going to go into evidence, I assume they're  
13 produced based on current production with recent dates on them,  
14 but the actual dates here are the dates that follow, correct?

15 MR. LOPEZ: Yes, Your Honor. That was --

16 JUDGE ROSAS: Okay.

17 MR. LOPEZ: -- my purpose of asking -- in asking about  
18 what date it was sent.

19 JUDGE ROSAS: So this is November 2nd, 2015, as far as its  
20 production generation at that time?

21 MR. LOPEZ: Yes.

22 JUDGE ROSAS: All right. Go ahead.

23 Q BY MR. LOPEZ: I'm going to show you what's been marked as  
24 GC Exhibit 3. Okay. Do you recognize this email, Miss --

25 A Yes.

1 Q Okay. And who sent this email?

2 A I did.

3 Q And when did you send that email?

4 A I sent it on November 2nd, 2015.

5 Q And who did you send the email to?

6 A To Raphy Kasselian.

7 Q And starting on the fourth page here, what are those  
8 documents?

9 A The first document is my certified court interpreter  
10 badge, and the one underneath is my certificate saying that I'm  
11 qualified to interpret in court.

12 Q And what is the next document?

13 A The next document is my resume.

14 Q Okay. And were these documents attached to your email?

15 A Yes.

16 MR. LOPEZ: Move to admit.

17 MR. ROBERTS: No objection.

18 JUDGE ROSAS: General Counsel's 3 is received.

19 **(General Counsel Exhibit Number 3 Received into Evidence)**

20 Q BY MR. LOPEZ: Okay. And did SOSI send you a contract  
21 after this email?

22 A Yes.

23 Q Introduce or show you what's been marked as GC Exhibit 4.  
24 Do you recognize that document, Ms. Bejar-Gutierrez (sic)?

25 A Yes.

1 Q And what is it?

2 A This is the independent contractor agreement.

3 Q And does the document reflect the terms that Ms. Illaraza  
4 and Mr. Garay told you about?

5 A Yes.

6 Q I'd like you to turn to page 10 of that document. Were  
7 these exhibits, mentioned on this page, also sent to you by  
8 SOSI?

9 A Yes.

10 MR. LOPEZ: Move to admit --

11 MR. ROBERTS: No objection.

12 MR. LOPEZ: -- General Counsel Exhibit 4.

13 JUDGE ROSAS: Just want to make sure we have a timeframe.

14 MR. LOPEZ: Sure.

15 Q BY MR. LOPEZ: When were you sent this contract?

16 A I was sent this contract on November 2nd, 2015.

17 JUDGE ROSAS: Okay. General Counsel's 4 is received.

18 **(General Counsel Exhibit Number 4 Received into Evidence)**

19 Q BY MR. LOPEZ: Show you what's been marked as GC Exhibit  
20 5. Okay. Are these the exhibits that were sent as an  
21 attachment with the independent contractor agreement?

22 A Yes.

23 Q And were they sent on November 2nd as well?

24 A Yes.

25 Q Do they reflect the entirety of the exhibits that you were

1 told -- that you received?

2 A Yes.

3 MR. LOPEZ: Move to admit, Your Honor.

4 MR. ROBERTS: No objection.

5 JUDGE ROSAS: General Counsel's 5 is received into  
6 evidence.

7 **(General Counsel Exhibit Number 5 Received into Evidence)**

8 Q BY MR. LOPEZ: Okay. I'm going to show you what's been  
9 marked as GC Exhibit 6. Do you recognize this email?

10 A Yes.

11 Q And who sent this email?

12 A Phyllis Anderson.

13 Q And when did she send it?

14 A She sent this on November 2nd, 2015.

15 Q And on the first page -- can you clarify who sent that on  
16 the first page there?

17 A I sent that. I'm sorry.

18 Q And who is Phyllis Anderson?

19 A Phyllis Anderson works for SOSI, but I'm not sure what her  
20 title is.

21 Q Okay, and were you responding to the previous email with  
22 this email?

23 A Yes, I was.

24 Q And what did SOSI direct you to do with the exhibits that  
25 were marked as GC Exhibit 5 -- or was it 5? GC Exhibit 5,

1     yeah.

2     A     She asked that I confirm, in writing, that I have -- that  
3     I had received the exhibits.

4     Q     And did you do that?

5     A     Yes, I did.

6     Q     And did any of the exhibits require signatures?

7     A     Yes.

8     Q     Turn to page 5 of these documents. Is this the signature  
9     page of the independent contractor agreement?

10    A     Yes.

11    Q     And did you send this back to SOSI?

12    A     Yes.

13    Q     And the next page after that, do you recognize what this  
14    is the signature page of?

15    A     Yes.

16    Q     And do you -- can you tell us what that is?

17    A     This was the code of professional responsibility.

18    Q     And was that an exhibit to the independent contractor  
19    agreement?

20    A     Yes.

21    Q     And is that your signature on that page?

22    A     Yes.

23    Q     What is the date on that, next to your signature?

24    A     November 2nd, 2015.

25    Q     And is that the date you signed it?

- 1 A Yes.
- 2 Q Should move on to the next page here. Do you recognize
- 3 what the signature page is?
- 4 A Yes.
- 5 Q What is the signature page for?
- 6 A This is in regards to the procedures for EOIR and SOSI.
- 7 Q Okay, and was this part of the exhibits to the independent
- 8 contractor agreement?
- 9 A Yes.
- 10 Q And is that your signature on that page?
- 11 A Yes.
- 12 Q And what date was it signed?
- 13 A November 2nd, 2015.
- 14 Q Is that the date you signed it?
- 15 A Yes.
- 16 Q Move on to the next page. Do you recognize that document?
- 17 A Yes.
- 18 Q What is it?
- 19 A This is a confidentiality agreement for the interpreters.
- 20 Q And is that your signature on it?
- 21 A Yes.
- 22 Q And what date is next to the signature?
- 23 A November 2nd, 2015.
- 24 Q And is that the date you signed it?
- 25 A Yes.

1 Q And was this an exhibit to the independent contractor  
2 agreement?

3 A Yes.

4 Q Okay. Move on to the next page there. Do you recognize  
5 that document?

6 A Yes.

7 Q And what is that document?

8 A This is the declaration for federal employment form.

9 Q And on the next page there, is that your signature?

10 A Yes.

11 Q And is that the date you signed it?

12 A Yes.

13 Q And in this first email, going to -- Phyllis Anderson's  
14 initial email to you on -- starting on page 2, does SOSI direct  
15 you to do anything with Exhibit 7, SOSI code of business ethics  
16 and conduct?

17 JUDGE ROSAS: Hold on. General Counsel 6 isn't in  
18 evidence, right?

19 MR. LOPEZ: No, not yet.

20 MS. HADDAD: No, not yet.

21 JUDGE ROSAS: Are you offering it?

22 MR. LOPEZ: Yes, Your Honor.

23 JUDGE ROSAS: Because you can't read from it --

24 MR. LOPEZ: Okay.

25 JUDGE ROSAS: -- unless it's in evidence.



1 Any objection?

2 MR. ROBERTS: No objection.

3 JUDGE ROSAS: All right. General Counsel's 6 is received.

4 **(General Counsel Exhibit Number 6 Received into Evidence)**

5 MR. LOPEZ: Thank you.

6 Q BY MR. LOPEZ: Okay, so going to the -- I guess it's the  
7 third page here. Did SOSI direct you to do anything with  
8 Exhibit 7, SOSI code of business ethics and conduct?

9 A To confirm receipt in writing.

10 Q And did you do that?

11 A Yes, I did.

12 Q And where did you do that?

13 A I did that in that first email that I sent to her that's  
14 on the first page.

15 Q Okay. And did you read the exhibits that were attached to  
16 the independent contractor agreement?

17 A Yes, I did.

18 Q And did the exhibits also contain terms that you believed  
19 you needed to comply with?

20 A Yes.

21 Q And why did you believe you needed to comply with those  
22 terms?

23 MR. ROBERTS: Objection.

24 JUDGE ROSAS: You want to rephrase? Maybe you can try  
25 another way.

1 MR. LOPEZ: Objection to the -- which question, though,  
2 Your Honor? I'm not --

3 MR. ROBERTS: Why. Why she felt she --

4 JUDGE ROSAS: Yeah, I'm not sure that her --

5 MR. LOPEZ: Okay.

6 JUDGE ROSAS: -- her beliefs are going to be instructive  
7 or conclusive.

8 Q BY MR. LOPEZ: Did SOSI do anything to make you -- did  
9 SOSI direct you, in any way, to --

10 MR. LOPEZ: Sorry, Your Honor.

11 Q BY MR. LOPEZ: What led you to believe that you needed to  
12 comply with these terms?

13 MR. ROBERTS: Objection. She hadn't said -- assumes facts  
14 not in evidence.

15 JUDGE ROSAS: Going to have to keep nipping around the  
16 edges there. Rephrase.

17 Q BY MR. LOPEZ: Did you need to comply with these terms?

18 A Yes.

19 Q And why did you think you needed to comply with these  
20 terms?

21 MR. ROBERTS: Objection.

22 JUDGE ROSAS: Sustained. I assume the answer is, you  
23 know, you don't sign, you don't get any work, but you're going  
24 beyond that for repercussions; am I right?

25 MR. LOPEZ: I'll move on, Your Honor.

1 JUDGE ROSAS: Okay.

2 Q BY MR. LOPEZ: Did SOSI ever evoke Exhibit 7, SOSI code of  
3 business ethics and conduct?

4 A No.

5 Q And did SOSI ever communicate to you that it revoked any  
6 of the exhibits of the independent contractor agreement?

7 A No.

8 Q When was your contract supposed to expire?

9 A August 31st, 2016.

10 Q Were you given any understanding that you would continue  
11 working for SOSI after the contract expired?

12 A I'm sorry, can you repeat the question?

13 Q Did SOSI ever relate that your contract would continue or  
14 that you would continue working for SOSI after your contract  
15 expired?

16 MR. ROBERTS: Objection. Leading.

17 JUDGE ROSAS: I'll allow it. You can answer.

18 THE WITNESS: I'm sorry, I don't understand the question.

19 Q BY MR. LOPEZ: Was it ever communicated to you that you  
20 would continue working for SOSI --

21 MR. ROBERTS: Objection. Leading.

22 MR. LOPEZ: -- after your contract expired?

23 JUDGE ROSAS: I'm going to sustain it as to the timeframe.  
24 Let's get specific.

25 Q BY MR. LOPEZ: When you signed your contract, was there --

1 did SOSI ever communicate to you whether you would continue  
2 working for them after your contract expired?

3 A No, they didn't communicate to me.

4 Q In general, do you have a business entity under which you  
5 perform interpretation services?

6 A I did.

7 Q And what was that?

8 A It was called Pazamor Certified Interpreting and  
9 Translation Services.

10 Q And what type of business entity is that?

11 A It was just an interpreting business that I -- I was -- I  
12 was the sole proprietor of it.

13 JUDGE ROSAS: Can you repeat that?

14 THE WITNESS: Pazamor Certified Interpreting and  
15 Translation Services.

16 JUDGE ROSAS: That would be P-S-A -- P-A-S-A-A-M-O-R?

17 THE WITNESS: It's P-A-Z-A-M-O-R.

18 JUDGE ROSAS: Oh. Oh. Okay.

19 Q BY MR. LOPEZ: Okay. And did you employ anyone under that  
20 -- under Pazamor Certified Interpreting and Translation  
21 Services?

22 A No.

23 Q And have you ever employed anyone under that entity?

24 A No.

25 Q And was the contract that you signed with SOSI submitted

1 under Pazamor Certified Interpreting and Translation Services?

2 A No.

3 Q Was the contract under your name?

4 A Yes.

5 Q And when you worked for SOSI, did you work for other  
6 interpreting agencies?

7 A Yes.

8 Q And could you name some of them?

9 A LRA, Tony Barriere Interpreting, De La Torre Interpreting,  
10 and One Call.

11 MR. ROBERTS: I'm sorry, I can't hear you. Can you repeat  
12 that?

13 THE WITNESS: One Call.

14 MR. ROBERTS: Okay.

15 Q BY MR. LOPEZ: And were you an employee of any of these  
16 agencies?

17 A No.

18 Q Were you an independent contractor?

19 A Yes.

20 Q Did you work for these agencies as Pazamor Certified  
21 Interpreting and Translation Services?

22 A Yes.

23 Q And how often, on average, did you work for these other  
24 agencies while working for SOSI?

25 A Between one to two days.

1 Q And when would you work for those agencies?

2 A Just during the week and just Monday through Friday, yeah.

3 Q Okay. Would you prioritize the work at SOSI over the work  
4 from those agencies?

5 MR. ROBERTS: Objection. Leading.

6 JUDGE ROSAS: Did you prioritize?

7 THE WITNESS: Yes.

8 JUDGE ROSAS: Okay

9 Q BY MR. LOPEZ: And why was that?

10 A Because SOSI paid better, and so that was my priority.

11 Q Were there any other reasons?

12 A And I really liked working at immigration court.

13 Q Okay. And did you ever communicate to SOSI that it was  
14 your priority?

15 A Yes.

16 Q How?

17 A When I would let them know about my availability, I would  
18 also say that my calendar was open or that I wanted them to  
19 have first grabs at my days, or I would mention things like I  
20 want to make it easy for you to schedule me so that they could  
21 also prioritize me.

22 Q Show you what's been marked as GC Exhibit 7.

23 JUDGE ROSAS: Are you caught up on the rest of your  
24 exhibits?

25 MS. HADDAD: Yes, we are, Your Honor.

1 JUDGE ROSAS: Let's get them all up here. Off the record.

2 (Off the record at 2:27 p.m.)

3 JUDGE ROSAS: Okay.

4 Q BY MR. LOPEZ: All right. Could you take a look at what's  
5 been marked as GC Exhibit 7?

6 A Yes.

7 Q Do you recognize what these emails are?

8 A Yes.

9 Q And what are they?

10 A These are emails that indicate my availability.

11 Q And would you typically send -- when would you send your  
12 availability?

13 A I would send it one month prior, but then I would do  
14 follow-up emails the week before and, you know, just to update  
15 them on my availability.

16 Q Okay, and who did you send these emails to?

17 A I would normally send my availability to Haroon Siddiqi.

18 MR. LOPEZ: And I'll move to admit, Your Honor.

19 MR. ROBERTS: No objection.

20 JUDGE ROSAS: General Counsel's 7 is received into  
21 evidence.

22 **(General Counsel Exhibit Number 7 Received into Evidence)**

23 Q BY MR. LOPEZ: Did you spend more time working for SOSI  
24 than other companies?

25 A Yes.

1 Q Would you turn down work from other companies when working  
2 for SOSI?

3 A Yes.

4 Q And would that affect your standing with other companies?

5 A No.

6 Q And while working for SOSI, did you work for any other  
7 immigration-related entities?

8 A No.

9 Q Could you have?

10 A No.

11 Q And why not?

12 A Because there could be a perceived conflict of interest.

13 Q Did anyone from SOSI ever tell you you couldn't do that?

14 A I believe it's written in the contract.

15 Q How often did you work for SOSI?

16 A I worked on average between two to three days a week.

17 Q Were you available to work more days?

18 A Yes.

19 Q Were you offered enough assignments to cover a five-day  
20 workweek?

21 A Sometimes.

22 Q And what was your primary source of income during the time  
23 you worked for SOSI?

24 A SOSI.

25 Q What is a COI?



1 A A COI is a certificate of interpretation.

2 Q What's the purpose of a COI?

3 A The purpose of the COI is -- basically it's an invoice for  
4 our interpretation services.

5 Q Please take a look at what's been marked as GC Exhibit 8.  
6 Do you recognize those documents?

7 A Yes.

8 Q And what are they?

9 A These are my COIs for the cases that I was assigned to  
10 interpret for SOSI.

11 Q And do they reflect all of the work you've completed for  
12 SOSI?

13 A Pretty much. Maybe one or two are missing, but it pretty  
14 much reflects everything.

15 MR. LOPEZ: Okay. Move to admit, Your Honor.

16 MR. ROBERTS: No objection.

17 JUDGE ROSAS: General Counsel's 8 is received.

18 **(General Counsel Exhibit Number 8 Received into Evidence)**

19 Q BY MR. LOPEZ: Okay. And while working for SOSI at the  
20 EOIR courts, were you allowed to solicit business?

21 A No.

22 Q Why not?

23 A Because it would be perceived as a conflict of interest,  
24 and it was also written in the contract that we were not  
25 allowed to solicit any business.

1 Q Were you allowed to have conversations with the attorneys  
2 at EOIR?

3 A No.

4 Q Were you allowed to have conversation with the respondent  
5 to the immigration case?

6 A No.

7 Q Were you allowed to perform interpretation services for  
8 any immigration attorneys?

9 A No.

10 Q Why not?

11 A Because SOSI directed us not to do that, and it -- also  
12 it's perceived as a conflict of interest.

13 Q What did you have to do to receive a half-day rate?

14 A You had to be assigned a four-hour session.

15 Q And what were you expected to do during that four-hour  
16 session?

17 A To interpret for the cases that you were assigned on that  
18 particular day and time.

19 Q And did you get paid more for completing more cases during  
20 those four hours?

21 A No.

22 Q And what did you have to do to receive a full-day rate?

23 A To receive the full-day rate, you had to have been  
24 assigned a morning session of four hours, a four-hour block of  
25 time, and then also a second session, usually in the afternoon,

1     which is another four hours.

2     Q     And up to how many hours were you required to block off to  
3     receive the full-day rate?

4     A     Eight hours.

5     Q     And when do those morning sessions start?

6     A     They vary between 8:00 to 9:00.

7     Q     And when do the afternoon sessions start?

8     A     Between 1:00 and 1:30.

9     Q     When would they typically end?

10    A     It varied.  Sometimes they would end before 12:00, but  
11    sometimes they would go past 12:00.

12    Q     And did you get paid more for completing more hours during  
13    the eight hours you would block off for the full-day rate?

14    A     Yes.

15    Q     Did you get paid more for completing more cases?

16    A     No.

17    Q     What was your understanding of what rate you would be paid  
18    if a case went over the four hours in the half-day rate?

19    A     My understanding was that the extra hour would be pro-  
20    rated.

21    Q     And was it ever any different?

22    A     Yes.

23    Q     When was that?

24    A     At the very beginning, if a case ran over 12:00, then it  
25    was my understanding that we would get paid full-day -- full-

1 day rate.

2 Q And when did that change?

3 A I don't remember exactly, but I think it was in February  
4 or March of 2016.

5 Q And did you automatically -- take that back. Did you ever  
6 work a case that ran past the half-day session?

7 A Yes.

8 Q And when that case ran past the half-day session, did you  
9 get paid over the -- for the time over the four hours?

10 A Yes.

11 Q And would you get paid for the time over the half-day  
12 session -- or how would you get paid for the time over the  
13 half-day session?

14 A I would get a pro-rated rate for that day, for the hour  
15 that went past the four hours.

16 Q And were you paid the half-day rate regardless of how many  
17 cases you completed during the four hours?

18 A Yes.

19 Q Were there any ways to make more money while working a  
20 half-day session?

21 A No.

22 Q Did you ever work less than the complete four hours for  
23 the half-day rate?

24 A Yes.

25 Q And how were you paid?

1 A The half-day rate.

2 Q And how many cases could a judge have during your  
3 assignment?

4 A Well, it varied. If it was an individual hearing, that's  
5 considered a trial, sometimes it would just be one. But if it  
6 was a master calendar hearing, then the judge could have  
7 anywhere between 25 to 35 or so.

8 Q And were you ever sent to another judge during the same  
9 session?

10 A Yes.

11 Q And would you get paid more?

12 A No.

13 Q Could you turn down working additional cases in the  
14 session you were assigned to?

15 A No.

16 Q Prior to starting work for SOSI, did SOSI send you any  
17 items?

18 A Yes.

19 Q What items?

20 A They sent me my badge, two pens, and a pack of COIs.

21 Q Okay. Did you have to do anything prior to getting an  
22 assignment from SOSI?

23 A I had to send them my availability.

24 Q Okay. And were you required to do that?

25 A Yes.

1 Q Did someone -- who told you to do that?

2 A Angel Garay.

3 Q And who is Angel Garay?

4 A Angel Garay is the associate liaison.

5 Q And what does the associate liaison do?

6 A The liaison is basically the go-between between SOSI and  
7 the interpreters. So if there's any issues or problems, we  
8 contact him or we talk to him and he tries to resolve the issue  
9 or help us communicate back to SOSI.

10 Q Where does Mr. Garay typically work?

11 A He works on site as the 606 South Olive building.

12 Q Okay. And how would you go about getting assignments from  
13 SOSI?

14 A I would send my availability, and then I would get either  
15 an email from Haroon or he would call.

16 Q Who is Haroon?

17 A Haroon Siddiqi is the program coordinator for SOSI.

18 Q And what does a program coordinator do?

19 A He basically assigns the cases to interpreters. Yeah.

20 Q And when you first started working for SOSI, were there  
21 any problems in the way that you were provided assignments?

22 A In the beginning, the -- you know, sometimes I would get  
23 -- in the courtroom, there -- you know, there was another  
24 interpreter there, we were double-booked, or sometimes there  
25 were cases where there was no interpreter assigned, so we would

1 have to then go back into the courtroom and provide our  
2 services there. We had no-shows. You know, things of that  
3 nature at the beginning.

4 Q Can you recall particular instance when that happened?

5 A One particular instance happened when I showed up to the  
6 courtroom, there was already another interpreter there. And so  
7 what we did was we called Haroon Siddiqi and we told him we  
8 were both booked to that same courtroom, and in the end, he  
9 decided that I was going to stay there and then he moved her to  
10 another courtroom.

11 Q How far in advance did you receive an assignment?

12 A It varied. It could be, you know, one month prior,  
13 sometimes it was a couple weeks, and often times it was just  
14 the day before or a couple days before.

15 Q Who was your main coordinator during the time you worked  
16 for SOSI?

17 A Haroon Siddiqi.

18 Q And when you gave your availability, would your  
19 coordinator follow that?

20 A Sometimes.

21 Q Were you ever assigned cases on dates you said you were  
22 not available?

23 A Yes.

24 Q And when cases were assigned, how would you accept those  
25 cases?

1 A Through email, I would have to give a confirmation that I  
2 would accept the cases.

3 Q Once you accepted cases, were those cases yours?

4 A Yes.

5 Q And when you were given an assignment, could you -- before  
6 confirming it, could you turn it down?

7 A I'm sorry, can you repeat the question?

8 Q Could you decline a case --

9 A Oh.

10 Q -- or an assignment?

11 A Yes.

12 Q Would there be any consequences for that?

13 A Yes.

14 Q What would happen?

15 A You wouldn't get prioritized to receive more cases.

16 Q Did that ever happen to you?

17 A Yes.

18 Q Can you tell us when that happened?

19 A It happened February, March of 2016. I felt -- I'm sorry.

20 There were days that I was not able to take the case, and  
21 Haroon -- I felt he did not prioritize me or didn't give me as  
22 many cases as he had been previously been (sic) giving me.

23 Q Could you tell your coordinator that you wanted to work  
24 with a particular judge?

25 A No.



1 Q Could you tell your coordinator that you did not want to  
2 work with a certain judge?

3 A No.

4 Q Could you tell your coordinator that you wanted to work  
5 only merits cases?

6 A No.

7 Q Could you tell your coordinator that you only wanted to  
8 work masters cases?

9 A No.

10 Q Could you say you would not do detainee cases?

11 A No.

12 Q And after you accepted a case, could SOSI cancel that  
13 case?

14 A Yes.

15 Q And was there any way to verify whether that case had been  
16 cancelled by EOIR?

17 A No.

18 Q And after you accept an assignment, can SOSI reassign the  
19 assignment to another interpreter?

20 A Yes.

21 Q Has this ever happened to you?

22 A Yes.

23 Q Can you tell us what happened?

24 A In this particular instance, I was scheduled for a morning  
25 session with a judge. And just by, you know, a conversation

1     that I was having with another interpreter, I found out that  
2     she had actually taken the case -- oh, I'm sorry. I was -- I  
3     was told by Haroon that the case was cancelled. And then a  
4     conversation that I had with her later on, she let me know  
5     that --

6           MR. ROBERTS: Objection. Leading. I mean hearsay.

7           JUDGE ROSAS: Is that person going to testify?

8           MR. LOPEZ: Yes.

9           JUDGE ROSAS: Is that a discriminatee?

10          MR. LOPEZ: Yes.

11          JUDGE ROSAS: Okay. I'll conditionally allow it.

12   Overruled. Subject to cross-examination by Respondent.

13   Q     BY MR. LOPEZ: Okay. And who was that person?

14   A     Stephany Magana.

15   Q     Continue.

16   A     So I was having a conversation with Stephany Magana and  
17   she -- she let me know that she was working the following day  
18   with that particular judge. And that was a case that I had  
19   already been assigned to, but it was taken away.

20   Q     So SOSI replaced the case that you had already accepted,  
21   without your consent?

22   A     Yes.

23   Q     Let's take a look at what's been marked as GC Exhibit 9.  
24   Do you recognize that email?

25   A     Yes.

1 Q And who are the parties on that email?

2 A The parties are Haroon Siddiqi and myself.

3 Q And when was this sent?

4 A This was sent February 25th, 2016.

5 Q And what happened here?

6 A Here, Haroon replaced a case that I had already been  
7 assigned with this one. And he was notifying me of it.

8 MR. LOPEZ: Move to admit, Your Honor.

9 MR. ROBERTS: No objection.

10 JUDGE ROSAS: General Counsel's 9 is received. All right.  
11 We're going to go off the record and take a five-minute break.

12 **(General Counsel Exhibit Number 9 Received into Evidence)**

13 (Off the record at 3:03 p.m.)

14 Q BY MR. LOPEZ: Ms. Gutierrez-Bejar, did SOSI ever replace  
15 a case you had accepted with a more difficult type of case?

16 A Yes.

17 Q What would happen?

18 A I would just have to go in and do that case.

19 Q What would you -- what would you call a more difficult  
20 type of case?

21 A Like the detainee docket.

22 Q And if SOSI took away your assignment, would you be paid  
23 anything?

24 A I would only get paid if it was taken away within the 24  
25 hours prior to the scheduled hearing.

1 Q And how much were you paid by SOSI if that happened?

2 A The full rate for that session, so the four hours.

3 Q What if it was a full day session?

4 A It would only count for the first session, so for -- so we  
5 got paid in sessions. Meaning if we got cancelled at 8:23  
6 a.m., and the hearing was scheduled at 8:00, we would get paid  
7 the rate for that morning session only.

8 Q Even if you had an afternoon session scheduled?

9 A That's correct.

10 Q Did that ever happen to you?

11 A Yes.

12 Q How often would that happen?

13 A I mean it happened a couple of times a month, I would say.

14 Q And would you need to do anything to be paid for a  
15 cancelled case?

16 A I had to turn in the COI and indicate it was a cancelled  
17 case.

18 Q Would you be paid if you didn't mark that it was a  
19 cancelled case?

20 A No.

21 Q Could you swap cases with another interpreter, without  
22 approval from SOSI?

23 A No.

24 Q And how do you know that?

25 A Because Haroon Siddiqi let me know.

1 Q I'd like you to take a look at GC Exhibit 10. Do you  
2 recognize this email exchange?

3 A Yes.

4 Q And who's involved in it?

5 A This involves Hilda Estrada, Haroon Siddiqi, and myself.

6 Q And what happened here?

7 A On this particular day, Hilda had asked if I could take  
8 her case because she was concerned that the Judge might go past  
9 6:00. And she didn't want to ask for a replacement so she  
10 asked me if I could take it. I said I would. And she said  
11 that she was going to notify Haroon. Apparently, she didn't,  
12 or it fell through the cracks, and she forgot to let him know.  
13 And this email exchange is Haroon asking as to why we had  
14 switched without letting him know.

15 MR. LOPEZ: Move to admit, Your Honor.

16 MR. ROBERTS: No objection.

17 JUDGE ROSAS: General Counsel's 10 is received.

18 **(General Counsel Exhibit Number 10 Received into Evidence)**

19 Q BY MR. LOPEZ: Okay. And did Mr. Siddiqi contact you  
20 separately about this?

21 A Yes.

22 Q How did he contact you?

23 A He called me.

24 Q Do you know when that was?

25 A That was the same day, on July 1st, 2016.

1 Q Okay. And what did he say?

2 A He asked me why we had switched without notifying him. He  
3 sounded upset and frustrated that we had done it without his  
4 approval. And so, I just explained to him that I think it was  
5 Hilda's intention to do it, but she just forgot.

6 Q Please take a look at what's been marked as GC Exhibit 11.  
7 Can you go to page four of it, please?

8 A Okay.

9 Q Do you recognize that?

10 A Yes.

11 Q Who wrote that message?

12 A Hilda Estrada.

13 Q And when did she write that?

14 A She wrote that on May 19th, 2016.

15 Q And who's courtesy copied there?

16 A Angel Garay, Haroon Siddiqi and myself.

17 Q And what is this about?

18 A This was an email that Hilda wrote to Haroon asking --  
19 well, letting him know that I had not been assigned any cases  
20 for the following weeks in May. And she gave an example of  
21 Maria Elena Walker having sort of standing assigned cases at  
22 the Federal Building, so she was just notifying him of that.  
23 And then also she offered to give me some of her cases. And  
24 she was just letting him know, asking him if -- she was asking  
25 him if it was okay if she did that.

1 MR. LOPEZ: Move to admit.

2 MR. ROBERTS: One second. I have no objection, insofar as  
3 it's a communication. I would object if it's being offered the  
4 truth of any of the accusations within there. But as far as  
5 just what was being communicated between the parties, I have no  
6 objection.

7 JUDGE ROSAS: You're referring to what part?

8 MR. ROBERTS: Well, the part saying that she had not been  
9 -- noticing that she had not been assigned cases, suggesting  
10 that there was favoritism towards this Maria Elena Walker, and  
11 there may be some others in there. I mean these are  
12 communications primarily between Hilda Estrada and Haroon  
13 Siddiqi, not between Ms. Gutierrez, so I'm not sure what  
14 they're being offered -- if they're being offered to show that  
15 Ms. Gutierrez-Bejar was not given assignments in May because of  
16 some retaliation, I would object on that --

17 JUDGE ROSAS: Well, it's just an allegation here. Is that  
18 -- is that what you're saying?

19 MR. ROBERTS: Yes, I'm just saying it's just an  
20 allegation. I mean to the extent that it was -- that it shows  
21 that it was communicated to Respondent, I have no objection.

22 JUDGE ROSAS: Uh-huh.

23 MR. ROBERTS: I'm just making sure that it -- it doesn't  
24 prove that anything stated within there is factually accurate.

25 JUDGE ROSAS: Well, your objection is noted as to hearsay

1 within the hearsay. The document appears to be a regular  
2 communication going between the parties. There's no objection  
3 on your part, in that regard. And to the extent that there are  
4 allegations in this document, like there are from time to time  
5 in business records that are material to the case, they will  
6 require other evidence to provide context, corroboration,  
7 refutation, whatever the case may be.

8 MR. LOPEZ: Well, Your Honor --

9 JUDGE ROSAS: Is it your contention otherwise?

10 MR. LOPEZ: To the extent that Mr. Siddiqi's communicating  
11 to the parties --

12 JUDGE ROSAS: Uh-huh.

13 MR. LOPEZ: - I would say that that is an admission of --

14 JUDGE ROSAS: Well, whatever he is saying is obviously to  
15 the extent that you want to use it, it's, you know, receivable  
16 as a party opponent admission under Federal Rules of Evidence  
17 801(D)(2) but--

18 MR. ROBERTS: Except that --

19 JUDGE ROSAS: But to the extent that there is an  
20 allegation on the part of someone other than -- well, on the  
21 part of anyone, in a document that refers to communications  
22 from somewhere else -- someone else, in most instances, that  
23 will require context and further corroboration or refutation,  
24 or maybe it will just stand on its own and it won't go  
25 anywhere. I don't know. Does that answer your question?



1 MR. ROBERTS: Yes, Your Honor.

2 JUDGE ROSAS: All right.

3 MR. ROBERTS: I just want to make sure that was clear.

4 JUDGE ROSAS: Okay. All right. So with those  
5 understandings, General Counsel 11 is received.

6 **(General Counsel Exhibit Number 11 Received into Evidence)**

7 Q BY MR. LOPEZ: Could you take a look at page two, starting  
8 at the bottom of page two?

9 A Yes.

10 Q And what is Mr. Siddiqi's position regarding the switching  
11 of cases here?

12 MR. ROBERTS: Objection. It speaks for itself.

13 JUDGE ROSAS: Sustained. What are you trying to get at  
14 here?

15 MR. LOPEZ: Mr. Siddiqi's letting the interpreters know --

16 JUDGE ROSAS: All right. I've got to read all this,  
17 right? And you're going to brief it. I mean to the extent  
18 that you need to move on to the next, or you need to provide a  
19 foundation for its receipt, that's fine. But otherwise, this  
20 is all in. Next question.

21 Q BY MR. LOPEZ: What did you understand Mr. Siddiqi's  
22 position to mean?

23 MR. ROBERTS: Objection.

24 JUDGE ROSAS: Sustained. What, if anything, did she do  
25 after that? Is that what you're asking her?

1 Q BY MR. LOPEZ: Could you swap an assignment with approval  
2 from SOSI?

3 A Yes.

4 Q And whose approval did you need to get?

5 A Haroon Siddiqi's.

6 Q And could you get someone else's approval for that?

7 A Not that I know of, no.

8 Q Did you ultimately get the cases that Ms. Estrada said she  
9 would give you here?

10 A Yes.

11 Q Did you need to obtain Mr. Siddiqi's approval first?

12 A Yes.

13 Q Please take a look at what's been marked as GC Exhibit  
14 Number 12. Do you recognize this email exchange?

15 A Yes.

16 Q And who is it between?

17 A This is between Haroon Siddiqi and myself, and Hilda  
18 Estrada is carbon copied.

19 Q And what is it about?

20 A This is Haroon confirming the cases that Hilda had  
21 transferred to me.

22 MR. LOPEZ: Move to admit, Your Honor.

23 MR. ROBERTS: No objection.

24 JUDGE ROSAS: General Counsel's 12 is received.

25 **(General Counsel Exhibit Number 12 Received into Evidence)**

1 Q BY MR. LOPEZ: Please take a look at GC Exhibit 13. Do  
2 you recognize this email exchange?

3 A Yes.

4 Q And who is it between?

5 A This is between Haroon Siddiqi and myself.

6 Q Okay. And what's going on with this email exchange?

7 A Here he is confirming that Hilda had given me another case  
8 on this particular day, and I was asking him to confirm that it  
9 was okay that she give it to me. And he confirmed it.

10 Q Okay. When did this take place?

11 A This took place on June 3rd, 2016.

12 MR. LOPEZ: Move to admit, Your Honor.

13 MR. ROBERTS: No objection.

14 JUDGE ROSAS: General Counsel's 13 is received.

15 **(General Counsel Exhibit Number 13 Received into Evidence)**

16 Q BY MR. LOPEZ: Please take a look at GC Exhibit 14. Do  
17 you recognize this email exchange?

18 A Yes.

19 Q And who is it between?

20 A This is between Hilda Estrada, Haroon Siddiqi and myself.

21 Q And when did this happen?

22 A This happened on July 13th, 2016.

23 Q What is it about?

24 A This is an email that Hilda had sent, asking Haroon for  
25 approval to transfer a case to me.

1 Q And did that happen?

2 A Yes, it did.

3 MR. LOPEZ: Move to admit.

4 MR. ROBERTS: No objection.

5 JUDGE ROSAS: General Counsel's 14 is received.

6 **(General Counsel Exhibit Number 14 Received into Evidence)**

7 Q BY MR. LOPEZ: Could you subcontract your assignment to  
8 someone to do it for you?

9 A No.

10 Q And why not?

11 A Because anyone that wanted to work at Immigration Court  
12 had to go through SOSI.

13 Q Did anyone from SOSI ever tell you that?

14 A I don't remember anyone telling me that, but they're the  
15 only agency that's there.

16 Q And are there any documents preventing you from doing  
17 that?

18 A The contract.

19 Q Okay. And what would you do after receiving an assignment?

20 A After receiving an assignment, I would confirm that I  
21 could take the assignment. And then I would -- I would do the  
22 assignment.

23 Q And for the days that you accepted work with SOSI, would  
24 you ever schedule work with another agency, that was not SOSI  
25 on that same day?

1 A Not usually.

2 Q And why not?

3 A Well, because of the way that it's scheduled and, you  
4 know, if the morning case is from 8:00 to 12:00, we're  
5 instructed to stay as long as we need to, until the case is  
6 over. And so sometimes it goes well past 12:00. And when --  
7 if I were to take an appointment, which is usually like  
8 depositions, those start at 1:00 for the depo prep, and then  
9 2:00. There's no way that I could make it to a deposition in  
10 the afternoon. So if I had a morning case with SOSI, I could  
11 not take depositions in the afternoon.

12 Q How did you receive COI's?

13 A Haroon Siddiqi would mail them.

14 Q And what is an A number?

15 A An A number is the alien number, which is the  
16 identification number of the immigrant, or the Respondent.

17 Q And after receiving an assignment from SOSI, was there any  
18 information you had to put on a COI?

19 A Yes, the COI contained name, our information, the case  
20 number, the location, and also the alien number, which  
21 identified the case that we're interpreting at. And then on  
22 the bottom section is where the judges fill out information in  
23 terms of time that we spent interpreting.

24 Q Okay. And how many A numbers, or cases, could a COI have?

25 A It just depended on how many cases that you were sent to.

1 It just depended. It could be, you know, four or five. It  
2 varied.

3 Q And would that be the case, even if you were working for  
4 one judge?

5 A No.

6 Q How would that work?

7 A If you were working with one judge, then you would just  
8 write one A number on your COI.

9 Q And would there be any additional information if you took  
10 more cases than the one A number?

11 A No. Excuse me. I'm sorry. Can you -- can you repeat the  
12 question?

13 Q Of course. Would there be any additional information that  
14 would go on it, if you had more cases?

15 A If I had more cases.

16 Q On the COI.

17 A With the same judge?

18 Q Yes.

19 A No. If it's the same judge, even if we did 25 cases, it  
20 would still only say one A number, yeah.

21 Q And what were you supposed to do with a COI?

22 A So with a COI, once you have it, you fill it out with your  
23 information. Once you go into the building, you have to turn  
24 it in 30 minutes prior to your hearing time at the Court Clerk  
25 window. There they take the COI, they stamp it with the time

1     that they stamp it with a time stamp. You then take it into  
2     your courtroom and you hand it to the Judge, either before or  
3     after the case, depending on the Judge's -- whatever the Judge  
4     wanted. You turn in your COI. After the case is done, the  
5     Judge signs it. He or she puts the time that you start and  
6     then the time that you end for that particular case. Then you  
7     go down, back to the Court Clerk's office, and they let you  
8     know whether there's another case that needs an interpreter, in  
9     which case you go back to that -- or you go back to the  
10    courtroom that needs the interpreter. It's the same process.  
11    You turn in your COI to the Judge. He or she signs you in or  
12    signs you out.

13            You go back down. If there are no more cases that need an  
14    interpreter, at that point, the Clerk releases you for the day.  
15    And you take the top copy of the COI and you leave it there at  
16    the Court Clerk's window, and you keep the other two. And you  
17    scan the copy and turn it into SOSI for payment.

18    Q     How far in advance of a case, did you typically get to the  
19    EOIR report?

20    A     It varied, between, you know, 45 minutes to an hour and  
21    ten, or an hour and 15 minutes.

22    Q     Why would you need to do that?

23    A     I had to do that because a lot of times there was a line  
24    to get into the building. And then also, you know, to be there  
25    30 minutes prior to the hearing, to make sure my COI was

1 stamped. And then to have enough time to go through security  
2 because each floor has its own security checkpoint. Yeah, and  
3 I needed to do that before I got to my courtroom.

4 Q Who told you, you needed to get your COI stamped 30  
5 minutes before a case?

6 A Angel Garay.

7 Q When did he tell you that?

8 A He told me that -- I don't remember the exact date, but I  
9 think it was around February of 2016.

10 Q And what led to him telling you that?

11 A Well, there was an interpreter who was late often. And  
12 then it just happened that I was -- I wasn't late, but I didn't  
13 -- I didn't come in 30 minutes prior, so it was within that  
14 window of 30 minutes prior to my hearing. And it was a couple  
15 of days in a row. He just kind of said, you know what, you  
16 should really get here 30 minutes prior. Just so that, you  
17 know, just so you know, get here with enough time. So that was  
18 it.

19 Q What did you -- sorry. Were you paid for that time you  
20 came in earlier?

21 A No.

22 Q And what did you have to do after getting into the EOI  
23 Court?

24 A So after getting into the EOI Court, you had to check in  
25 at the Court Clerk window, and then go back to -- you had to go



1 back to the floor that your courtroom is at, and you have to go  
2 through security, you know, the security checkpoint, and then  
3 wait until your case is ready to be called.

4 Q And at the court clerk window, could your assignment  
5 change?

6 A Yes.

7 Q What would happen?

8 A For example, if there was an interpreter that was running  
9 late and this happened to me a couple of times where -- because  
10 I did get there so early, Angel would ask me to then take the  
11 earlier case, and to give more time for the other interpreter  
12 to get there. So that switch would happen. Or sometimes the  
13 Court Clerk would just say instead of going with this judge,  
14 this other judge needs you.

15 Q And could your assignment be cancelled when you get to the  
16 -- get to the court clerk window?

17 A Yes.

18 Q Could you get your COI stamped earlier than 30 minutes  
19 before a case?

20 A No.

21 Q And why not?

22 A I don't know why not.

23 Q Who told you, you couldn't get your COI stamped earlier  
24 than 30 minutes before a case?

25 A Well, when you show up way before the 30 minutes, the

1 Court Clerk just holds on to the COI's until the 30 minutes  
2 before your hearing is up. And that's when he or she takes all  
3 the COI's and starts stamping them. But, yeah, you just have  
4 to wait until they get them stamped.

5 Q Okay. Once you're in the courtroom, did you have to use  
6 any equipment to perform interpretation services?

7 A Yes.

8 Q What equipment did you have to use?

9 A We had to use a transmitter and a receiver, as well as a  
10 microphone.

11 Q And did you always have to use that equipment?

12 A Yes.

13 Q Do you know who that equipment belonged to?

14 A EOIR.

15 Q Did anyone ever train you to use that equipment?

16 A Yes.

17 Q And who was that?

18 A Angel Garay.

19 Q And when did he do that?

20 A He did that when I worked for Lionbridge.

21 Q I'm going to show you what's been marked as GC Exhibit 15.

22 Do you recognize that email?

23 A Yes.

24 Q Who is it from?

25 A This is from Maria Ayuso.

1 Q And who is she?

2 A She's the quality assurance specialist for SOSI.

3 Q Okay. When was this sent?

4 A This was sent on May 12, 2016.

5 Q Okay. And what is it about?

6 A This is giving us instructions on how to take care of the  
7 equipment with the batteries, making sure that we charge them,  
8 and have them ready for the next interpreter.

9 MR. LOPEZ: Move to admit, Your Honor.

10 MR. ROBERTS: No objection.

11 JUDGE ROSAS: General Counsel's 15 is received.

12 **(General Counsel Exhibit Number 15 Received into Evidence)**

13 Q BY MR. LOPEZ: Take a look at GC Exhibit 16. Do you  
14 recognize this?

15 A Yes.

16 Q Who sent this?

17 A Claudia Thornton.

18 Q And when was it sent?

19 A On July 27, 2016.

20 Q What is it about?

21 A This is just indication that for all the docket calendars  
22 that we have while we're interpreting, they're just giving us  
23 instructions to make sure to leave it there. And also to make  
24 sure we put back all the equipment in the appropriate way, and,  
25 you know, to be careful with the wires and things like that.

1 MR. LOPEZ: Move to admit, Your Honor.

2 MR. ROBERTS: No objection.

3 JUDGE ROSAS: General Counsel 16 is received.

4 **(General Counsel Exhibit Number 16 Received into Evidence)**

5 Q BY MR. LOPEZ: Were you ever provided with a bilingual  
6 dictionary?

7 A I was provided a glossary.

8 Q Okay. Did you ever have to purchase a bilingual  
9 dictionary?

10 A Yes.

11 Q Did you ever have to purchase one while working for SOSI?

12 A Yes.

13 Q During a hearing, or an immigration case, were you ever  
14 given bathroom breaks?

15 A Sometimes.

16 Q Did you have to request a bathroom break?

17 A Yes.

18 Q Could a bathroom break be denied?

19 A Yes.

20 Q Who would you request a bathroom break from?

21 A From the Judge.

22 Q And were you provided with a lunch break while working at  
23 EOIR?

24 A No.

25 Q Was there time to take lunch?

1 A Sometimes.

2 Q Could you be denied a lunch break?

3 A Yes.

4 Q What were the circumstances under which you would be  
5 denied a lunch break?

6 A Well, if the morning case went past 12:00, you really had  
7 no time to get lunch because if your case started at 1:00, you  
8 had to get your COI stamped at 12:30, so -- and then you need  
9 those 30 minutes to get through security, and you just don't  
10 have any time.

11 Q So after completing your morning case, you had to go  
12 through security again?

13 A Yes.

14 Q Okay. After you completed an assignment, did you have to  
15 do anything with your COI?

16 A We had to go back down to the Court Clerk, and make sure  
17 that we were released for the day, and then leave a top copy  
18 with the Court Clerk, and then we've have to scan a copy to  
19 SOSI, to receive payment.

20 Q While in the courtroom after completing an assignment.

21 A Oh, I'm sorry.

22 Q Did you have to do anything with your COI?

23 A Yes, I'm sorry. Yeah, we had to turn it into the Judge,  
24 and he or she has to sign the time that we start interpreting,  
25 and then also sign the time that we stop interpreting.

1 Q And after getting the Judge's signature, and the other  
2 information, you need to get in the courtroom, could you leave  
3 the Court?

4 A No.

5 Q What did you have to do before leaving the Court?

6 A We had to go back down to the Court Clerk's to check in.

7 Q Did you get paid more for having more cases on a COI?

8 A No.

9 Q What did you do with your COI after leaving the EOIR  
10 Court?

11 A I would scan it, scan a copy of it and send it over to  
12 SOSI for payment.

13 Q Who from SOSI would you send it to?

14 A We were provided with an email, specific email to send the  
15 COI's to.

16 Q Okay. Can you take a look at what's been marked as GC  
17 Exhibit 17? Do you recognize that email?

18 A Yes.

19 Q And who is it from?

20 A This is from Haroon Siddiqi.

21 Q And when was it sent?

22 A On January 12th, 2016.

23 Q And what is it about?

24 A This is him informing me that I had to scan a copy of the  
25 COI and then send it to that email address.

1 MR. LOPEZ: Move to admit, Your Honor.

2 MR. ROBERTS: No objection.

3 JUDGE ROSAS: General Counsel's 17 is received.

4 **(General Counsel Exhibit Number 17 Received into Evidence)**

5 Q BY MR. LOPEZ: Can you please take a look at what's been  
6 marked as GC Exhibit 18? Do you recognize that?

7 A Yes.

8 Q When would you get this -- or what is it about?

9 A This is the confirmation usually get after submitting your  
10 COI.

11 Q Okay. And how soon after submitting a COI were you  
12 supposed to be paid?

13 A Thirty days.

14 Q And how did you know that?

15 A Because every confirmation email had the net 30 days after  
16 submission.

17 Q Okay.

18 MR. LOPEZ: Move to admit, Your Honor.

19 MR. ROBERTS: No objection.

20 JUDGE ROSAS: General Counsel's 18 is received.

21 **(General Counsel Exhibit Number 18 Received into Evidence)**

22 Q BY MR. LOPEZ: Will you please take a look at GC Exhibit  
23 19. Do you recognize that email?

24 A Yes.

25 Q And who sent that email?

1 A Claudia Thornton.

2 Q And when did she send that?

3 A She sent that on January 19th, 2016.

4 Q Do you recall what this is about?

5 A This was her just explaining the process for submitting  
6 the COIs and that -- letting us know that there was a change in  
7 how we were going to submit them specifically because people  
8 were not getting paid at this point.

9 Q When did you start working -- well, when did you start  
10 working your first assignments for SOSI?

11 A In January of 2016.

12 Q When were you supposed to be paid your first paychecks  
13 from SOSI?

14 A In February of 2016.

15 Q And when you started working those assignments in January,  
16 did SOSI do anything to indicate that they were -- they had not  
17 paid other interpreters on time?

18 A Yes.

19 Q And what did they do?

20 A Claudia Thornton had sent this email saying that they  
21 apologize for the late payments or no payments to other  
22 interpreters.

23 JUDGE ROSAS: You're offering GC-19?

24 MR. LOPEZ: Yeah. I'd like to move to admit GC-19.

25 MR. ROBERTS: No objection.



1 JUDGE ROSAS: General Counsel 19 is received.

2 **(General Counsel Exhibit Number 19 Received into Evidence)**

3 Q BY MR. LOPEZ: Can you take a look at what's been marked  
4 as GC Exhibit 21.

5 A Yes.

6 MR. ROBERTS: Are you skipping 20 or?

7 MR. LOPEZ: Well, we were --

8 MR. ROBERTS: All right. I just wanted to make sure I was  
9 looking at the right one.

10 MS. HADDAD: Twenty will come after --

11 MR. LOPEZ: They were misnumbered as --

12 Q BY MR. LOPEZ: Okay. Do you recognize this email?

13 A Yes.

14 Q And who sent it?

15 A Claudia Thornton.

16 Q And when did she send it?

17 A On January 20th, 2016.

18 Q And what is this about?

19 A This is -- she was letting us know that they were going to  
20 change the COI submittal process again.

21 MR. LOPEZ: I will move to admit, Your Honor.

22 MR. ROBERTS: No objection.

23 JUDGE ROSAS: General Counsel's 21 is received.

24 **(General Counsel Exhibit Number 21 Received into Evidence)**

25 Q BY MR. LOPEZ: All right. Could you please take a look at

1 GC Exhibit 20. Do you recognize this email?

2 A Yes.

3 Q Who sent this email?

4 A Martin Valencia.

5 Q Who's Martin Valencia?

6 A Martin Valencia is the program manager for SOSI.

7 Q And when did he send this email?

8 A On January 20th, 2016.

9 Q And what is this email about?

10 A This email is letting us know that they were going to  
11 change the COI process again and to -- to use a format, that he  
12 is explaining here, from this point forward.

13 MR. LOPEZ: I'd move to admit GC Exhibit 20.

14 MR. ROBERTS: No objection.

15 JUDGE ROSAS: General Counsel's 20 is received.

16 **(General Counsel Exhibit Number 20 Received into Evidence)**

17 Q BY MR. LOPEZ: Okay. And what was your impression of this  
18 succession of emails about COIs?

19 A Uh --

20 MR. ROBERTS: I'm sorry. I'll object to that question --  
21 "what was your impression"? Objection.

22 JUDGE ROSAS: Rephrase.

23 MR. LOPEZ: I'll move on, Your Honor.

24 Q BY MR. LOPEZ: Did you experience any delayed payments  
25 from SOSI?

1 A Yes.

2 Q Please take a look at GC Exhibit 22. Do you recognize  
3 this email?

4 A Yes.

5 Q And who are the parties in this email?

6 A The parties are myself, Claudia Thornton and Daniel  
7 Hummel.

8 Q And who's Daniel Hummel?

9 A I don't know his title at SOSI but he's the one that dealt  
10 with payment issues at SOSI.

11 Q And when did you first contact Mr. Hummel here?

12 A On May 19th, 2016.

13 Q And what did you contact him about?

14 A I had let him know that I had about eight COIs that were  
15 not paid and that they were -- it was well past the 30 days and  
16 that I hadn't received payment.

17 Q And when were they submitted, these COIs?

18 A These COIs were submitted on April 4th.

19 Q So when were they due to be paid?

20 A May 4th.

21 Q When did you actually get paid?

22 A I don't remember exactly but it was after -- after May  
23 20th.

24 Q Okay. And did SOSI ever explain why it had not paid you  
25 on time?

1 A No.

2 MR. LOPEZ: We move to admit GC Exhibit 22.

3 MR. ROBERTS: No objection.

4 JUDGE ROSAS: General Counsel's 22 is received.

5 **(General Counsel Exhibit Number 22 Received into Evidence)**

6 Q BY MR. LOPEZ: Please take a look at what's been marked as  
7 GC Exhibit 23. Do you recognize this email exchange?

8 A Yes.

9 Q Who are the parties on it?

10 A The parties are myself and someone from the COI processing  
11 team.

12 Q And when did the COI processing team send you an email?

13 A They sent me an email on March 29th, 2016.

14 Q And what was that about?

15 A That was about a COI that was missing and then they had  
16 said that they found it so they were going to process --  
17 process it for payment.

18 Q Okay. And the next message there, what is that about?

19 A That one is indicating that I had not received payment for  
20 the COIs that they were indicating in the email.

21 Q And when were those COIs submitted?

22 A Let's see. I'm not sure. I'm not sure when those were  
23 submitted.

24 Q Had it been at least 30 days since March 29th?

25 A Yes.

1 Q And were you ever paid for those COIs?

2 A Yes.

3 Q Do you know when you got paid?

4 A I'm not sure.

5 Q Did SOSI ever offer an explanation for why it didn't pay  
6 you on time?

7 A No.

8 MR. LOPEZ: Move to admit GC Exhibit 23.

9 MR. ROBERTS: No objection.

10 JUDGE ROSAS: General Counsel's 23 is received in  
11 evidence.

12 **(General Counsel Exhibit Number 23 Received into Evidence)**

13 Q BY MR. LOPEZ: At the time you started working for SOSI,  
14 had any of your colleagues spoken to you about not being paid?

15 A Yes.

16 Q Which colleague?

17 A Hilda Estrada, Diana Illaraza, Fernando Becerril, a few  
18 others. I don't -- I don't recall right now.

19 Q And what did you discuss?

20 A Well, we talked about the fact that there were several  
21 interpreters that had not received payment and it had already  
22 been well past the 30 days of their submission, their COI  
23 submission.

24 Q And did that affect you at the time?

25 A No.

1 Q Please take a look at what's been marked as GC Exhibit 24.

2 A Uh-huh.

3 Q Do you recognize that?

4 A Yes.

5 Q Who drafted that first message?

6 A I did.

7 Q And who did you send it to?

8 A I sent this to Hilda Estrada, Angel Garay, Diana Illaraza  
9 and Stephany Magana.

10 Q And why did you send it to them?

11 A Because at that time they were the leaders of our group.

12 Q And what is this email about?

13 A This email is letting them know that I had put a labor  
14 strategy together. I just typed it up. It was a plan. And  
15 also I had drafted a sample press release for us to use. And  
16 so I was sending it to them just to get some feedback.

17 Q And did you meet up with this group after -- after  
18 discussing this?

19 A Yes.

20 Q Who did you meet up with?

21 A If I remember correctly, I think I met with Stephany  
22 Magana and Diana Illaraza.

23 Q And what did you discuss?

24 A We talked about the plan and what we were going to do and  
25 when we were thinking about publishing the press release and

1 talking to other interpreters about the similar issues that  
2 everyone was having.

3 MR. LOPEZ: Move to admit, Your Honor.

4 MR. ROBERTS: No objection.

5 JUDGE ROSAS: General Counsel's 24 is received.

6 **(General Counsel Exhibit Number 24 Received into Evidence)**

7 Q BY MR. LOPEZ: Will you please take a look at GC Exhibit  
8 25. Who drafted that first message?

9 A I did.

10 Q And who did you send it to?

11 A I sent it to Hilda Estrada, Stephany Magana, Elsa Anaya,  
12 Diana Illaraza and Angel Garay.

13 Q What is this email about?

14 A This email is letting them know that I had a draft press  
15 release for -- about the interpreters not getting paid. So I  
16 was just letting them know and asking for feedback and input.

17 Q All right. And the last page of this document is -- is  
18 that the press release?

19 A Yes, that's the draft, yeah.

20 Q And was that attached to this email?

21 A Yes.

22 MR. LOPEZ: Move to admit, Your Honor.

23 MR. ROBERTS: No objection.

24 JUDGE ROSAS: This is what, just 25?

25 MR. LOPEZ: Yeah.

1 JUDGE ROSAS: And why don't you go to 26. Let's do them  
2 both.

3 Q BY MR. LOPEZ: Okay. So you recognize GC 26?

4 A Yes.

5 Q Okay. And who drafted that first message?

6 A Hilda Estrada.

7 Q And who did she send it to?

8 A She sent that to Angie Birchfield, Rene Garcia, Cat  
9 Salonek and she carbon copied, well, couple other interpreters  
10 there.

11 Q And who -- who's Angie Birchfield?

12 A Angie Birchfield was the co-unit chair of IGA.

13 Q And who's Rene Garcia?

14 A He's the other co-unit chair for IGA at the time.

15 Q And who is Cat Salonek?

16 A Cat Salonek is the labor organizer for the Communication  
17 Workers of America.

18 Q Okay. And why was it sent to the IGA?

19 A Because, at this point, many of us had become members of  
20 IGA and we wanted to get their final input to make sure that it  
21 was okay to send out.

22 MR. LOPEZ: I'll move to admit GC-25 and GC 26.

23 MR. ROBERTS: No objection.

24 JUDGE ROSAS: 25 and 26 are received.

25 **(General Counsel Exhibit Number 25 and 26 Received into**



1     **Evidence)**

2     Q     BY MR. LOPEZ:   Going back to GC Exhibit 25.   Please take a  
3     look -- look at that press release.

4     A     Yes.

5     Q     Now, there are quotes from Stephany Magana there.

6     A     Yes.

7     Q     Who did they make those statements to?

8     A     To me.

9     Q     Okay.   And did they consent to being quoted on this press  
10    release?

11    A     Yes.

12    Q     Who did they consent to?

13    A     To me.

14    Q     Same as for Diana Illaraza -- there's also quotes from her  
15    there?

16    A     That's correct.

17    Q     Okay.   And did she make -- who did she make those  
18    statements to?

19    A     To me.

20    Q     And did she consent to being quoted on this?

21    A     Yes.

22    Q     And who did she consent to?

23    A     To me.

24    Q     Please take a look at what's been marked as GC Exhibit 27.  
25    Do you recognize this?

1 A Yes.

2 Q Who prepared this document?

3 A I did.

4 Q And why did you prepare this document?

5 A Because I wanted to consolidate all of the media contacts  
6 in one place.

7 Q And what was the purpose of this document?

8 A This was the -- all the people that we were going to send  
9 the press release to.

10 MR. LOPEZ: Move to admit GC Exhibit 27.

11 MR. ROBERTS: No objection.

12 JUDGE ROSAS: 27 is received.

13 **(General Counsel Exhibit Number 27 Received into Evidence)**

14 Q BY MR. LOPEZ: Please take a look at GC Exhibit 28. Do  
15 you recognize this email?

16 A Yes.

17 Q And who prepared this email?

18 A I did.

19 Q And who sent it?

20 A I did.

21 Q And who did you send it to?

22 A I sent this email to all of the -- all of the media  
23 contacts that had an email available.

24 Q On -- are those the contacts on GC Exhibit 27?

25 A Yes.

1 Q And why don't show they up there?

2 A They don't show up there because I did it as a blind  
3 carbon copy and when I forward that those email addresses  
4 disappear.

5 MR. LOPEZ: Move to admit, Your Honor.

6 MR. ROBERTS: No objection.

7 JUDGE ROSAS: General Counsel's 28 is received.

8 **(General Counsel Exhibit Number 28 Received into Evidence)**

9 Q BY MR. LOPEZ: And did any of the press contacts that you  
10 emailed this to reach out to you?

11 A Yes.

12 Q And who was -- who reached out to you?

13 A Adolfo Flores from BuzzFeed.

14 Q Okay. Please take a look at GC Exhibit 29.

15 Q Do you recognize that email?

16 A Yes.

17 Q And who is that from?

18 A Adolfo Flores.

19 Q And what does Mr. Flores do?

20 A He lets me know that he received the press release from  
21 David Noriega and just has some questions for me in order for  
22 him to write a story about it.

23 Q Okay. And did you reply to him?

24 A I called him, yes.

25 Q And what did you say to him?

1 A I gave him the information that he asked but I also I -- I  
2 asked him to call Stephany Magana and Diana Illaraza.

3 Q And did Mr. Flores speak to them?

4 A Yes.

5 Q I'm going to show you what's -- oh.

6 MR. LOPEZ: Move to admit 29.

7 MR. ROBERTS: No objection.

8 JUDGE ROSAS: General Counsel's 29 is received.

9 **(General Counsel Exhibit Number 29 Received into Evidence)**

10 Q BY MR. LOPEZ: Let's take a look at GC Exhibit 30.

11 A Yes.

12 Q Do you recognize that?

13 A Yes.

14 Q And what is it?

15 A This is the article that Mr. Adolfo Flores wrote.

16 Q And are there any interpreters quoted in this article?

17 A Yes, Stephany Magana and Diana Illaraza.

18 Q And did you coordinate those interpreters speaking to Mr.  
19 Flores?

20 A Yes.

21 MR. LOPEZ: Move to admit --

22 MR. ROBERTS: No objection.

23 MR. LOPEZ: -- GC-30.

24 JUDGE ROSAS: General Counsel's 30 is received.

25 **(General Counsel Exhibit Number 30 Received into Evidence)**

1 Q BY MR. LOPEZ: Did SOSI ever tell you how to dress at  
2 EOIR?

3 A Yes.

4 Q And who told you that?

5 A That was in the contract.

6 Q And was there any consequences for not complying with the  
7 dress code?

8 A Yes.

9 Q And how did you know that?

10 A Because it was -- we got reminders and they let us know  
11 that we could get declassify -- I'm sorry -- deassigned or  
12 disqualified if we didn't adhere to those standards.

13 Q Were you required to wear anything identified that you  
14 worked for SOSI?

15 A Yes.

16 Q What were you required to wear?

17 A A badge.

18 Q Let's take a look at GC Exhibit 31. Do you recognize  
19 that?

20 A Yes.

21 Q What is it?

22 A That's my SOSI interpreter badge.

23 Q And when were you required to wear that badge?

24 A At all times that you were in the Immigration Court  
25 buildings.

1 Q Were there any consequences for not wearing that badge?

2 A Yes.

3 Q And what were they?

4 A You could get a deduction in pay.

5 Q And how did you know that?

6 A It was written in the contract.

7 MR. LOPEZ: I move to admit GC Exhibit 31.

8 MR. ROBERTS: No objection.

9 JUDGE ROSAS: 31 is received.

10 **(General Counsel Exhibit Number 31 Received into Evidence)**

11 Q BY MR. LOPEZ: Was SOSI supposed to evaluate interpreters?

12 A Yes.

13 Q And who was supposed to evaluate them?

14 A Angel Garay.

15 Q Were you ever evaluated?

16 A Not by SOSI.

17 Q How often were you in contact with your coordinator?

18 A On a regular basis, a couple times a week.

19 Q And if you had any issues, if you were running late to  
20 EOIR, who would you contact?

21 A We'd have to contact Haroon Siddiqi and then Angel Garay.

22 Q Could you notify anyone at EOIR directly?

23 A No.

24 Q What are in-house interpreters?

25 A In-house interpreters are the Department of Justice

1 employee interpreters.

2 Q Are there any differences between the SOSI interpreters  
3 and the in-house interpreters?

4 A Uh, let's see. Well, they got -- they can -- they can get  
5 breaks and lunches.

6 Q And were in-house interpreters treated any differently  
7 while performing interpretation services?

8 A Yes.

9 Q How?

10 A Well, they were able to ask for replacements or to be  
11 relieved.

12 Q And could SOSI interpreters do that?

13 A No.

14 Q Could SOSI discipline you?

15 A Yes.

16 Q And how could they discipline you?

17 A By deassigning cases or just taking away your cases,  
18 disqualifications.

19 Q And could SOSI ever fine you?

20 A The fines were a deduction in pay. Yes.

21 Q And for what reasons could they deduct your pay?

22 A For -- for showing up late.

23 Q When did you first become involved with the Interpreters  
24 Guild of America?

25 A I became a member in January of 2016.

1 Q And did you attend any meetings?

2 A Yes.

3 Q About how many meetings did you attend?

4 A There were quite a few meetings. I would say more than 15  
5 but less than 30.

6 Q And what was discussed at these meetings?

7 A At these meetings, we talked about the labor conditions;  
8 we talked about improving those same conditions; we talked  
9 about strategy and the process for trying to get reclassified  
10 as employees.

11 Q Why did you want to be reclassified as employees?

12 A Because we believed that we were misclassified as  
13 independent contractors. We felt that we were treated like  
14 employees and -- and -- and we weren't compensated in that way.

15 Q Please take a look at GC Exhibit 32. Do you recognize  
16 this?

17 A Yes.

18 Q Who drafted this?

19 A This was drafted by Hilda Estrada and myself.

20 Q And what is it about?

21 A This is giving an update on -- on the interpreter  
22 situation. We gave an update on the charges that were pressed  
23 against SOSI and also notifying them that we had a meeting  
24 coming up that same weekend.

25 Q And was this posted anywhere?



1 A Yes.

2 Q Where was it posted?

3 A This was posted on my Facebook, on other Facebook groups  
4 as well as on the IGA website.

5 Q What Facebook groups?

6 A There's Facebook groups called "immigration interpreters  
7 USA." There's another one, "EOIR interpreters." There's also  
8 the IGA Facebook page. And there might be a couple more that I  
9 can't recall the names of them at this time.

10 Q And were those Facebook groups public?

11 A I think some of them were, yes.

12 MR. LOPEZ: Move to -- move to admit GC Exhibit 32.

13 MR. ROBERTS: No objection.

14 JUDGE ROSAS: 32 is received.

15 **(General Counsel Exhibit Number 32 Received into Evidence)**

16 Q BY MR. LOPEZ: Please take a look at GC Exhibit 33. Do  
17 you recognize this document?

18 A Yes.

19 Q And what is it?

20 A This is an email that Martin Valencia sent and it has all  
21 of the active SOSI interpreters.

22 Q When was that email sent?

23 A This email was sent -- let me just double-check here -- on  
24 October 23rd, 2015.

25 Q And could everyone who received this email see who it had

1     been sent to?

2     A     Yes.

3     Q     Did you ever use that list of emails?

4     A     Yes.

5     Q     What did you use it for?

6     A     We used it to send all the updates, any information that  
7     we had for our organizing efforts to these people on the list.

8     Q     And who is "we" when you're talking --

9     A     We is IGA and other interpreters that were involved in our  
10    organizing efforts.

11           MR. LOPEZ:  Move to admit GC Exhibit 33.

12           MR. ROBERTS:  No objection.

13           JUDGE ROSAS:  Twenty -- 33 is received.

14    **(General Counsel Exhibit Number 33 Received into Evidence)**

15    Q     BY MR. LOPEZ:  Will you please take a look at GC Exhibit  
16    34.  Do you recognize that email?

17    A     Yes.

18    Q     Who drafted that email?

19    A     I did.

20    Q     And who sent it?

21    A     I did.

22    Q     And when did you send it?

23    A     I sent it on July 11, 2016.

24    Q     And what is this about?

25    A     This is a fundraising letter.  The Communications Workers

1 of America had invited Hilda Estrada to participate at a  
2 training and we had to fund raise for her trip and so I drafted  
3 this email in the hopes of getting other colleagues to  
4 contribute to the fund.

5 Q All right. And who did you send it to?

6 A I sent it to over 300 interpreters which included the list  
7 that we got from Martin Valencia.

8 MR. LOPEZ: Move to admit GC Exhibit 34.

9 MR. ROBERTS: No objection.

10 JUDGE ROSAS: 34 is received.

11 **(General Counsel Exhibit Number 34 Received into Evidence)**

12 Q BY MR. LOPEZ: Please take a look at GC Exhibit 35. Do  
13 you recognize that?

14 A Yes.

15 Q Who drafted that?

16 A I did.

17 Q And who sent it?

18 A I did.

19 Q And when did you send it?

20 A I sent this on July 15th, 2016.

21 Q And what is this about?

22 A This is a follow-up email to that fundraising letter just  
23 letting -- letting everybody know the progress of our  
24 fundraising.

25 Q And who did you send it to?

1 A I sent this to the same list that we got from Martin  
2 Valencia and as well as other emails that we had accumulated  
3 along the way.

4 MR. LOPEZ: Move to admit GC Exhibit 35.

5 MR. ROBERTS: No objection.

6 JUDGE ROSAS: 35 is received.

7 **(General Counsel Exhibit Number 35 Received into Evidence)**

8 Q BY MR. LOPEZ: Let's take a look at GC Exhibit 36. Who  
9 drafted this?

10 A This was drafted by Hilda Estrada.

11 Q And what is it about?

12 A This is some of the complaints that we had against Maria  
13 Elena Walker and so Hilda wrote up some of the complaints and  
14 we made it into a petition.

15 Q Who's Maria Elena Walker?

16 A Maria Elena Walker is another SOSI interpreter.

17 Q And what were the issues with Maria Elena Walker?

18 A The issues with Maria Elena Walker was that she was  
19 intimidating people; she was telling them that in three-months'  
20 time SOSI was going to replace us. She was also, you know,  
21 undermining Angel Garay and just saying, you know, bad things  
22 about him. And she also had offended some gay lesbian  
23 interpreters at the EOIR building, so. Yeah.

24 Q Was this distributed to interpreters?

25 A Yes.

- 1 Q And did you sign this petition?
- 2 A Yes, I did.
- 3 Q Will you take a look at the tabbed page there.
- 4 A Yes.
- 5 Q Is that your signature on the top there?
- 6 A Yes.
- 7 Q And what's the date next to that signature?
- 8 A January 11th, 2016.
- 9 Q Is that the date you signed it?
- 10 A Yes.
- 11 Q And who gave you this petition to sign?
- 12 A Hilda Estrada.
- 13 Q And what did she explain about it?
- 14 A She explained that it was some of the complaints that we
- 15 had had Maria Elena Walker and -- and she asked if we agreed
- 16 that that if we were willing to sign and so I did.
- 17 Q Did you have an opportunity to read the letter before you
- 18 signed the petition?
- 19 A Yes.
- 20 Q Do you know whether this petition was sent to SOSI?
- 21 A Yes.
- 22 Q And how do you know that?
- 23 A Because Hilda told me.
- 24 MR. LOPEZ: We move to admit, Your Honor.
- 25 MR. ROBERTS: No objection.

1 JUDGE ROSAS: General Counsel's 36 is received.

2 **(General Counsel Exhibit Number 36 Received into Evidence)**

3 Q BY MR. LOPEZ: Will you please take a look at GC Exhibit  
4 37. Do you recognize this document?

5 A Yes.

6 Q And who drafted this?

7 A Hilda Estrada.

8 Q And what is this about?

9 A This is, let's see, another petition that indicates that  
10 -- to SOSI that they should use in-house evaluation team and to  
11 allow the interpreters, the SOSI interpreters, to create an  
12 exam and evaluation for those same SOSI interpreters and also  
13 stating that the School of -- the Southern California School of  
14 Interpretation had a direct conflict of interest with SOSI by  
15 conducting that entrance exam and evaluations -- or excuse me  
16 -- just the evaluations of the exam. And so this details that  
17 out.

18 Q And why was -- why was that a problem?

19 A Well, it was a problem because the -- we believe that the  
20 School of Interpretation had a conflict of interest because  
21 they were not only teaching the class for immigration  
22 preparation but they made the exam and they did the evaluations  
23 for the exam and they would approve the interpreters to go work  
24 for SOSI.

25 Q And did you sign this petition?

1 A Yes, I did.

2 Q Can you show us where you signed it?

3 A Yes. It is on the -- on the fourth page, fifth row from  
4 the bottom.

5 Q Okay. And what's the date next to your signature?

6 A January 20th, 2016.

7 Q And is that when you signed it?

8 A Yes.

9 MR. LOPEZ: Move to admit, Your Honor.

10 MR. ROBERTS: No objection.

11 JUDGE ROSAS: 37 is received.

12 **(General Counsel Exhibit Number 37 Received into Evidence)**

13 Q BY MR. LOPEZ: Please take a look at GC Exhibit 38. Do  
14 you recognize this email exchange?

15 A Yes.

16 Q And who is it between?

17 A This is between Phyllis Anderson and myself and I carbon  
18 copied Diana Illaraza, Hilda Estrada and Angel Garay.

19 Q And what is it about?

20 A This is a letter that I wrote to Phyllis Anderson letting  
21 her know that -- that I believed that Maria Elena Walker could  
22 not be a neutral evaluator because had come to my attention  
23 that she had seen the petition that we had wrote and signed,  
24 you know, complaining about her.

25 Q And when did you send this?

1 A I sent this on February 17th, 2016.

2 Q And did anyone from SOSI ever confirm they received it?

3 A Yes.

4 Q And who confirmed it?

5 A Phyllis Anderson.

6 MR. LOPEZ: We move to admit GC Exhibit 38.

7 MR. ROBERTS: No objection.

8 JUDGE ROSAS: 38 is received.

9 **(General Counsel Exhibit Number 38 Received into Evidence)**

10 Q BY MR. LOPEZ: Okay. Please take a look at GC Exhibit 39.  
11 Do you recognize this document?

12 A Yes.

13 Q What is this?

14 A This is another petition that we signed. This was right  
15 after Diana Illaraza was disqualified and so we were offering  
16 or demanding some solutions in terms of her reinstatement and,  
17 you know, getting lost wages because we thought it was unjust  
18 and unfair, so we signed the petition.

19 Q Okay. And who drafted this?

20 A This was Hilda Estrada.

21 Q Did you sign this petition?

22 A Yes, I did.

23 Q Can you show us where you signed it?

24 A Yes. It's on the sixth page.

25 Q And what date is next to it?



1 A March 1st, 2016.

2 Q And is that the date you signed it?

3 A Yes.

4 Q And who gave you this petition?

5 A Hilda Estrada.

6 Q And did she explain anything about the petition?

7 A Yes.

8 Q What did she explain?

9 A Well, she explained that this was, again, asking for  
10 Diana's reinstatement and voicing our concerns about the unfair  
11 disqualifications.

12 Q And did you have an opportunity to read the letter before  
13 you signed it?

14 A Yes.

15 MR. LOPEZ: I move to admit GC Exhibit 39.

16 MR. ROBERTS: No objection.

17 JUDGE ROSAS: 39 received.

18 **(General Counsel Exhibit Number 39 Received into Evidence)**

19 Q BY MR. LOPEZ: Can you please take a look at GC Exhibit  
20 40?

21 JUDGE ROSAS: I don't have a 40. The next one I have is  
22 43.

23 MS. HADDAD: Oh, it was 43 and then 40, I think because  
24 I --

25 JUDGE ROSAS: I don't have a 40.

1 MS. BRADLEY: 40 has the subject line policy changes. I  
2 don't know if that helps.

3 JUDGE ROSAS: I don't have it. The only one I have left  
4 is 43.

5 MR. LOPEZ: Can we go off the record, Your Honor?

6 JUDGE ROSAS: Sure.

7 (Off the record at 4:19 p.m.)

8 Q BY MR. LOPEZ: Do you recognize GC Exhibit 40?

9 A Yes.

10 Q And what is this?

11 A This was an email that talks about the issues that we were  
12 having with relay interpreter cases and how they were being  
13 paid.

14 Q And what are relay interpreter cases?

15 A Relay interpreter cases are when there is a respondent  
16 that speaks a language of lesser diffusion or a commonly used  
17 language. And you have an interpreter that can interpret that  
18 dialect or that language into Spanish, and then you need  
19 another interpreter to interpret from Spanish into English.  
20 And so that situation is called a relay interpreter case.

21 Q Okay. And was there any confusion over how to get paid  
22 for relay cases?

23 A Yes.

24 Q What was the confusion?

25 A The confusion was that at the beginning SOSI would pay for

1 the relay case as another half-day session. That was at the  
2 beginning. And then later on that changed, and there was no  
3 information in terms of how or when that changed, but folks who  
4 were doing relay cases were no longer getting paid for that  
5 relay case. They were just being put into one session to do  
6 the regular master calendar hearings and if -- and the relay  
7 case if they were assigned to the same judge.

8 Q And who -- if you go over to page 8, who sent that first  
9 email?

10 A This was sent by Hilda.

11 Q And were you courtesy copied on this?

12 A Yes.

13 Q When was this sent?

14 A This was sent on June 17th, 2016.

15 Q And why didn't you courtesy copy --

16 A Because at that time, I was considered one of the leaders.

17 Q And what was Ms. Hilda Estrada trying to accomplish with  
18 this email?

19 MR. ROBERTS: Objection. No foundation.

20 JUDGE ROSAS: Repeat the question?

21 MR. LOPEZ: Okay. What was the purpose of this email?

22 THE WITNESS: The purpose --

23 MR. ROBERTS: Objection.

24 JUDGE ROSAS: Did you have an objection?

25 MR. ROBERTS: Objection, yeah, foundation.

1 JUDGE ROSAS: Sustained.

2 MR. LOPEZ: I'm sorry, what was the objection?

3 MR. ROBERTS: Foundation. It's not from her.

4 Q BY MR. LOPEZ: Did interpreters ever try to clarify what  
5 the issue was with the -- or what SOSI's position was with  
6 relay cases?

7 A Yes.

8 Q How?

9 A Through email to SOSI.

10 Q And who represented interpreters in those communications?

11 A Hilda Estrada.

12 Q What did she ask of SOSI?

13 MR. ROBERTS: I'm sorry, what was that question?

14 MR. LOPEZ: Who did she ask at SOSI?

15 JUDGE ROSAS: Are you looking at the document to answer  
16 that?

17 THE WITNESS: Yes. All right. Go ahead, next question.

18 MR. LOPEZ: All right. Well --

19 JUDGE ROSAS: The answer's in the document, so if there's  
20 anything else you need to get from it -- you're offering this  
21 in evidence, correct?

22 MR. LOPEZ: Yeah.

23 JUDGE ROSAS: All right. Any objection?

24 MR. ROBERTS: No objection.

25 JUDGE ROSAS: General Counsel's 40 is received.

1       **(General Counsel Exhibit Number 40 Received into Evidence)**

2       Q     BY MR. LOPEZ: Could you take a look at -- move back a  
3       little bit. As your contract expiration was approaching, were  
4       you offered a new contract?

5       A     No.

6       Q     Did you reach out to anyone to find out if you were going  
7       to be offered a new contract?

8       A     Yes.

9       Q     And how did you reach out to them?

10      A     Via email.

11      Q     And what did you ask from them?

12      A     I asked Claudio Thornton and Haroon Siddiqi if -- had they  
13      sent the renewal contract because other interpreters had  
14      received it and I hadn't yet. So I was asking if they knew  
15      when I was going to receive it.

16      Q     Could you take a look at GC Exhibit 42?

17      A     Yes.

18      Q     Okay. Do you recognize that document?

19      A     Yes.

20      Q     And what is it?

21      A     This is the email I received from Claudio Thornton in  
22      response to my inquiry.

23      Q     Okay. And what does she say?

24      A     She's saying they're no longer going to renew my contract.

25      Q     And when was this sent to you?

1 A This was sent on August 24th, 2016.

2 Q Was this the first time you found out your contract would  
3 not be renewed?

4 A Yes.

5 Q Did anyone from SOSI ever explain why you were not given  
6 another contract?

7 A No.

8 MR. LOPEZ: Move to admit GC-42.

9 MR. ROBERTS: No objection.

10 JUDGE ROSAS: 42 is received.

11 **(General Counsel Exhibit Number 42 Received into Evidence)**

12 Q BY MR. LOPEZ: Okay. Can you take a look at GC Exhibit 8?

13 MR. ROBERTS: Was 41 offered or referenced?

14 MR. LOPEZ: It wasn't offered.

15 MS. HADDAD: No, it was marked, but not offered.

16 MR. ROBERTS: Okay. I just wanted to --

17 Q BY MR. LOPEZ: We're looking at GC Exhibit 8, sorry. Can  
18 we go back to GC Exhibit 41? Do you recognize that?

19 A Yes.

20 Q What is it?

21 A This is the email I sent to Claudio Thornton and Haroon  
22 Siddiqi about -- asking them if -- asking them about the  
23 contract.

24 Q And when was that sent?

25 A This was sent on August 22nd, 2016.

1 Q Okay.

2 MR. LOPEZ: Move to admit, Your Honor.

3 MR. ROBERTS: No objection.

4 JUDGE ROSAS: 41's received.

5 **(General Counsel Exhibit Number 41 Received into Evidence)**

6 Q BY MR. LOPEZ: And on GC Exhibit 8, if you go toward  
7 the -- look at the second tab there?

8 A Yes.

9 Q Okay. There's a comment at the bottom?

10 A Yes.

11 MR. ROBERTS: The second tab?

12 MR. LOPEZ: Yeah, the second tab.

13 Q BY MR. LOPEZ: Who wrote that comment?

14 A Judge Neumeister.

15 Q And --

16 MR. ROBERTS: What exhibit?

17 MR. LOPEZ: This is Exhibit 8.

18 THE WITNESS: Exhibit 8.

19 MR. ROBERTS: 8.

20 Q BY MR. LOPEZ: And was it typical for judges to write  
21 comments?

22 A No.

23 Q And have you ever received a negative comment from a  
24 judge?

25 A No.

1 Q And was this the first time since 2012 when you started  
2 working at UIR that you had not had your contract renewed?

3 A Yes.

4 Q Did you take part in any demonstrations after your  
5 contract was not renewed?

6 A Yes.

7 Q And when did those take place?

8 A That happened on August 25th and 26th.

9 Q And what was that demonstration about -- or those  
10 demonstrations about?

11 A Well, that demonstration was about letting everyone know  
12 that senior and highly-qualified interpreters had been fired.

13 Q What did you --

14 JUDGE ROSAS: What year?

15 THE WITNESS: Of 2016.

16 Q BY MR. LOPEZ: What did you do at that demonstration?

17 A At that demonstration, I held banners, signs. I chanted  
18 and I talked to attorneys, judges, yeah.

19 Q And who else was at that demonstration?

20 A Other interpreters, some that were also fired, and other  
21 interpreters that were still working there.

22 Q Were any of the so-called leaders at that demonstration?

23 A Yes.

24 Q Who?

25 A Hilda Estrada, Irma Rosas, Patricia Rivadeneira, Diana



1 Illaraza, Fernando Becerril.

2 JUDGE ROSAS: Can you slow down a little bit?

3 THE WITNESS: Oh, I'm sorry, yes.

4 JUDGE ROSAS: Diana and who was the next one?

5 THE WITNESS: Diana Illaraza, Fernando Becerril, Irma  
6 Rosas, Patricia Rivadeneira, yeah, Stephanie Magana. Yeah,  
7 there was others -- there were others there.

8 Q BY MR. LOPEZ: About how many, in total, do you think?

9 A I would say about 15.

10 Q And did you help publicize that demonstration?

11 A Yes.

12 Q How?

13 A I wrote a press release and we sent it out to the press.

14 Q Okay. And was there a press?

15 A Yes.

16 Q Did you speak to the press?

17 A I didn't.

18 Q Did you facilitate them speaking to other coordinators?

19 A Yes.

20 Q Who?

21 A With Stephanie Magana --

22 Q Sorry, other interpreters?

23 A -- oh, I'm sorry. Yes, Stephanie Magana.

24 Q Do you recall what press it was?

25 A La Opinion.

1 Q And at the time you entered into the contract with SOSI,  
2 did you believe you were an independent contractor?

3 A Yes.

4 Q And did you continue to believe that while you worked for  
5 SOSI?

6 A No.

7 Q What changed?

8 A Well, I became aware of our rights and I researched the  
9 Fair Labor Standards Act. And I realized that we were  
10 misclassified.

11 MR. LOPEZ: No further questions, Your Honor.

12 JUDGE ROSAS: Charging Party?

13 MS. BRADLEY: No questions of this witness, Your Honor.

14 JUDGE ROSAS: Okay.

15 MR. ROBERTS: Any statements?

16 MS. BRADLEY: No.

17 JUDGE ROSAS: Go off the record.

18 (Off the record at 4:38 p.m.)

19 **CROSS-EXAMINATION**

20 Q BY MS. BRADLEY: Good afternoon, Ms. Gutierrez-Beraj, how  
21 are you?

22 A Good afternoon. Good, thank you.

23 Q I know you've been in court proceedings so you would  
24 recognize that I represent SOSI in this matter. So I have some  
25 questions I want to ask you about your testimony. I want to

1 know a little bit more about your background as, you know,  
2 particularly when you started interpreting. You stated that, I  
3 think you said you began interpreting in 2007; is that correct?

4 A Yes.

5 Q And did you have any jobs prior to that time?

6 A Yes.

7 Q And in -- but they were unrelated to the interpreting  
8 profession?

9 A Yes.

10 Q Okay. Do you have a college degree?

11 A Yes, I do.

12 Q And where is that from?

13 A San Francisco State University.

14 Q And what is that in?

15 A Cinema.

16 Q I'm sorry?

17 A In cinema.

18 Q Okay, cinema. And when did you obtain that degree?

19 A In 2001.

20 Q Okay. And how was it that you became interested in  
21 becoming an interpreter?

22 A I became interested because at the job that I had right  
23 before I started interpreting full-time, I was doing  
24 interpreting for the organization I worked for.

25 Q And what organization was that?

1 A That one was the Southwest Organizing Project.

2 Q Okay. And where was that located?

3 A In Albuquerque, New Mexico.

4 Q And were you living in Albuquerque at that time?

5 A Yes, I was.

6 Q And just so we have a kind of framework, what years did  
7 you live in New Mexico, and when did you move to California?

8 A I moved to New Mexico in 2002, and then I moved back to  
9 California in 2009.

10 Q Okay. And since moving back to California in 2009, have  
11 you been in the LA area the entire -- that entire time?

12 A Yes.

13 Q Okay. So you were doing -- you said when you were working  
14 for this Southwest Organizing; is that what it was called?

15 A Southwest Organizing Project.

16 Q Yes, and what type of interpreting were you doing at that  
17 time?

18 A At that time, I was doing interpreting for the -- the  
19 different communities that we worked with, a lot of them were  
20 monolingual. So I was one of the very few staff that spoke  
21 Spanish.

22 Q All right. And is -- you're obviously fluent in Spanish,  
23 but is that something that -- were you -- are you from -- I  
24 guess, was that your natural language or your original language  
25 or was English your original language? I'm probably not asking

1     that very well.

2     A     That's a good question.

3     Q     But I'm just trying to understand, have you always spoke  
4     Spanish then?

5     A     Yes.

6     Q     Okay. As well as English?

7     A     Yes.

8     Q     Okay. And so this was something that you just did for  
9     them because you were the only person who really could assist  
10    in that regard?

11    A     That's correct.

12    Q     And when did you -- when did the idea of actually making a  
13    job or a profession of that originate?

14    A     Well, that happened in 2007.

15    Q     Okay. And what did you do to make that happen?

16    A     I got a client.

17    Q     Okay. And how did you go about getting a client?

18    A     Someone referred me this client and asked if I could  
19    translate some documents, and so I said yes.

20    Q     Was this an individual, a corporation, a lawyer? What  
21    kind of area was this in?

22    A     This was an organization.

23    Q     Okay. And was this something that you did -- I mean, how  
24    did you get assignments, if you will, in that -- for that --  
25    was this a regular job or was it something that you just did as

1 needed?

2 A Yeah, this was just as needed -- as they needed documents  
3 translated. Yeah.

4 Q Okay. Did you have a regular job at that time?

5 A Yes.

6 Q And what was your regular job?

7 A The Southwest Organizing Project.

8 Q Okay. And what were your other duties for them besides  
9 translating or interpreting?

10 A I was the communications organizer.

11 Q Okay. And how -- for this client of yours that you  
12 provided services, how were you paid for that?

13 A By a check.

14 Q No, but was it by hour, by -- did you negotiate the rate?  
15 How did you do that?

16 A Yes, I negotiated the rate with them and it -- I got paid  
17 by the word.

18 Q So was this translation then at that time?

19 A Yes.

20 Q So am I correct that your initial foray into this field  
21 was as a translator more so than as an interpreter?

22 A That's correct.

23 Q Okay. When did you organize your business or your sole  
24 proprietorship, is it Pazlamor (sic)?

25 A Pazamor, yes.

1 Q Pazamor, excuse me.

2 A Pazamor, yes that was in 2007.

3 Q Okay. And was that at the -- simultaneously with getting  
4 this original client or shortly thereafter?

5 A It was simultaneous.

6 Q Okay. And is that an LLC of some type?

7 A No.

8 Q No, it's strictly a sole proprietorship?

9 A That's correct.

10 Q But did you have to get any kind of license or pass any  
11 kind of test to open that business?

12 A I had to get a license.

13 Q And how did you -- where did you get that license from?

14 A I went to the City of Albuquerque to obtain one.

15 Q And what was the process for obtaining that license?

16 A I had to fill out a form and I had to pay, I recall it was  
17 \$35.

18 Q Okay. Did you have to pass any kind of test or anything  
19 at that time?

20 A No.

21 Q Okay. So this was more of a business license of some  
22 type?

23 A Yes.

24 Q Okay. And did -- when did -- or did that, at some point,  
25 become your primary occupation as opposed to just something

1     that you were doing on the side?

2     A     It eventually became my primary source of income.

3     Q     And when was that, approximately?

4     A     It became -- let's see, 2012.

5     Q     Okay. You said when you had this first client and you  
6     negotiated a rate, but was it -- was the negotiations on an  
7     hourly basis, an assignment basis? How did, you know, what  
8     type of basis was it?

9     A     I'm sorry, with this first client?

10    Q     Yeah, the first client?

11    A     Yes, it was by the project.

12    Q     Okay. And so they would give you a project and in  
13    advance, you would look at it and then you would quote them a  
14    rate of some type?

15    A     Yes.

16    Q     And they would either agree to it or were there sometimes  
17    negotiations back and forth as to them trying to get a lower  
18    rate and you trying to get a higher rate?

19    A     Actually, no. With them we negotiated one time and that  
20    was a set rate.

21    Q     For every project that you had for them?

22    A     That's correct.

23    Q     Okay. And was -- but this was strictly translation at  
24    that time, correct?

25    A     For that client, yes.



1 Q When did you actually begin -- and what's the difference,  
2 I think we all know, but for the record, what's the difference  
3 between translation and interpretation?

4 A Yes, translation is done in written form and  
5 interpretation is verbally interpreting.

6 Q Okay. And is one considered more difficult than the  
7 other?

8 A I think it's a personal preference -- excuse me.

9 Q Okay. How did you transition from -- do you still do  
10 translation work now?

11 A No.

12 Q Okay. So how did you transition from translating into  
13 interpreting?

14 A I went to the School of Interpretation -- the Southern  
15 California School of Interpretation.

16 Q And that's SCSII, commonly known as?

17 A That's correct.

18 Q And that's the same agency that some of these emails raise  
19 questions about them being the ones -- or raising an alleged  
20 conflict of interest in them doing evaluations?

21 A Yes.

22 Q Okay. So how long was that program at SCSII?

23 A That program is at minimum nine months.

24 Q Okay. Did you -- were you a full-time student, or was  
25 this done kind of on a -- at night or on weekends or how was it

1 done?

2 A Yes, the classes were once a week on the evenings or on  
3 the weekends.

4 Q Okay. And it took you nine months to complete or longer?

5 A It took me nine months, but I took extra classes.

6 Q Okay. And the -- well, is there a base course and then  
7 are there additional classes you can take or is there a set  
8 curriculum for this?

9 A Yes, there is.

10 Q And describe the curriculum for me, the basic curriculum?

11 A So the basic -- the legal or the court interpreter program  
12 that one starts off with Criminal Proceedings I.

13 Q Let me just stop you. I'm sorry for interrupting, but  
14 just are there different types of courses, some that are legal  
15 based and some that may be based on other types of occupations?

16 A Yes.

17 Q Okay. All right. Was the legal one the one that you were  
18 primarily involved in?

19 A Yes.

20 Q Okay. All right. I'm sorry.

21 A That's okay.

22 Q I interrupted you. Go ahead.

23 A So the first course is Criminal Proceedings I, and then  
24 Criminal Proceedings II, and followed by Sight Translation and  
25 then Advanced Criminal Proceedings II.

1 Q And were these courses taught in person or online?

2 A Both.

3 Q Okay. And let's talk about the in-person courses. You  
4 mentioned Criminal Procedure I and II, what was -- what type of  
5 instruction did you get in that course?

6 A I got instruction in terms of the legal criminal system --  
7 the criminal system vocabulary -- let's see -- court  
8 procedures -- what else? Just, you know, different crimes,  
9 just a ton a ton of vocabulary.

10 Q Okay.

11 A And then a lot of practice.

12 Q Like what kind of practice?

13 A Practices at criminal cases we would have mock exams,  
14 things like that that would make reference to criminal cases or  
15 hearings.

16 Q And were you actually doing these exams or mock cases?  
17 Were you being asked to interpret, or were you just being asked  
18 if you understood the terminology?

19 A Well, during the practices you mean?

20 Q Yes.

21 A Yes, you would interpret.

22 Q Okay. So this was like actually being in a mock kind of  
23 or moot court of some type, where you're actually practicing  
24 the actual -- not translation, but interpretation?

25 A Yes.

1 Q And you actually have a witness on the stand or being  
2 asked questions and you would interpret?

3 A No, well, it was all -- they were all recordings.

4 Q Okay.

5 A And we all had cubicles and so everyone had a headset.

6 Q Okay.

7 A And so we would interpret that way.

8 Q So you would be listening and then you would be verbally  
9 interpreting?

10 A That's correct.

11 Q And how was -- how were you being graded or how would  
12 someone know whether you were doing it right or not? Was  
13 someone listening or was this being taped or was this?

14 A Yes, they are taped, and then the instructor listens  
15 afterwards.

16 Q And can see how well you did in interpreting?

17 A Exactly.

18 Q Okay. And were you -- in this SCSI course, were you given  
19 any instruction on -- not just on the criminal procedure and  
20 stuff, but on the actual function of interpreting? You know,  
21 the -- such as full and complete interpretation, are you  
22 familiar with that --

23 A Yes.

24 Q -- concept?

25 A Yes.

1 Q And what does full and complete interpretation mean?

2 A Full and complete interpretation means that you don't omit  
3 or embellish anything that the person you are interpreting for  
4 says.

5 Q Okay. In other words, you translate exactly what they  
6 say, not how that might be interpreted, or what you think they  
7 might have intended?

8 A Exactly.

9 Q Okay. And we -- I think we all heard the terms that there  
10 are different types of interpretation, such as simultaneous,  
11 consecutive, are you familiar with those?

12 A Yes.

13 Q And what is simultaneous interpretation?

14 A Simultaneous interpretation is when you are interpreting  
15 at the same time that someone is speaking.

16 Q And when is that typical used?

17 A Well, that's typically used -- gosh -- how do I say it?  
18 Well, just for example, if we're in court, I would interpret  
19 simultaneously the question --

20 Q Uh-huh.

21 A --- to the witness, for example. And then when the  
22 witness responds, then I would interpret in consecutive. So I  
23 wouldn't be interpreting at the same time that the witness is  
24 speaking.

25 Q Okay. So just using us as an example, if you were

1 interpreting and I was asking the court report my questions, I  
2 would ask the question in English. And if he spoke only  
3 Spanish, then you would translate it - I mean -- or interpret  
4 it into Spanish. And then when he answered, you would be  
5 interpreting at the same time?

6 A I would interpret at the same time when are --

7 Q Okay.

8 A -- asking the question.

9 Q Okay.

10 A And then when he answers that would be consecutive.

11 Q And you would be doing this through some type of equipment  
12 of some type?

13 A That's correct.

14 Q And such that you're able to talk and that's not  
15 disturbing those who are asking questions or, you know, the  
16 only person who could hear you, then, would be the witness?

17 A That's correct.

18 Q So that's simultaneous when you're doing it at the same  
19 time?

20 A Uh-huh.

21 Q And consecutive is when you -- and you use consecutive you  
22 said when?

23 A When -- usually when the witness answers.

24 Q Okay. All right. But isn't it true that there's more to  
25 interpreting than just repeating what someone has -- or

1 interpreting what -- the actual words? There's more to it than  
2 that, correct?

3 A Yes.

4 Q And can you explain to us what more there is to that?

5 A Well, there's a lot of nuances in the language. There's  
6 idiomatic expressions that you have to understand culturally  
7 what they mean. And, you know, being able to read the body  
8 language or, you know, how someone, you know, enunciates or  
9 says certain words. It might mean something different. So you  
10 have to know all those different things.

11 Q What about the emotion being conveyed? Are you supposed  
12 to be able to actually interpret not only the words, but the  
13 emotion of the witness are being conveyed?

14 A Not so much. Not so much. It's -- yeah, so it's not  
15 exactly the same, but if you can mimic that to some extent  
16 that's okay, but it's -- you can't, you know, completely copy  
17 the witness either.

18 Q No, but the tone that's being used, are you not supposed  
19 to try to replicate the tone of the witness?

20 A To a certain extent, yes, but not completely.

21 Q Would that -- not to the point of changing what they're  
22 actually saying?

23 A Right, exactly.

24 Q Okay. All right. But these types of -- what kind of  
25 training did you have in order to be able to master that kind

1 of ability?

2 A Well, the training that I had was going to that school,  
3 and then practicing and observing, observing in court as well.

4 Q All right. Let's go back to the courses. You taught  
5 me -- you mentioned criminal procedure, a couple courses -- at  
6 least one or two courses in that. What other types of courses  
7 did you have?

8 A The sight translation course.

9 Q Okay. And what does that involve?

10 A That involves reading a document from one language and  
11 then interpreting it into the target language.

12 Q Okay. And when is that typically used?

13 A That can vary. For example, now, I have to interpret, you  
14 know, the plea bargaining agreement, things like that, terms of  
15 probation.

16 Q Or a police report or something of that nature?

17 A Or a police report, exactly.

18 Q Okay. Any other courses that you recall at SCSI?

19 A Yes, Advanced Criminal Proceedings as well.

20 Q Advanced Criminal Proceedings?

21 A Yes.

22 Q And what -- I take it that went above and beyond basic  
23 criminal procedure, but like what were you -- what did you  
24 learn in there?

25 A That was more specialized terminology, and then the



1 practices were more difficult.

2 Q Okay.

3 A They were faster and yeah.

4 Q Was there any training in civil-type proceedings or was it  
5 strictly criminal?

6 A There was another course specifically for civil cases.

7 Q Okay. You mentioned that you took some courses, and  
8 additional courses, I believe you said, such as what?

9 A That civil -- Interpreting Civil Proceedings course.

10 Q Okay. And how was that different or similar to the one in  
11 criminal procedures?

12 A That was different because we talked about the civil law  
13 and the different type of cases that could come up in civil law  
14 as opposed to criminal.

15 Q Okay. Any other courses you took at SCSI?

16 A I took the preparation class for the written exam.

17 Q And this was an exam that SCSI gave?

18 A No.

19 Q For what written exam?

20 A For my state certification exam.

21 Q Okay. And was this in New Mexico or California? I guess  
22 it was in California?

23 A Yes.

24 Q Okay because you were at SCSI at that time. And what year  
25 was that again that you were certified?

- 1 A Oh, I was certified in 2013.
- 2 Q Okay. And you may have said, but when did you take SCSI's
- 3 course, what year?
- 4 A 2010.
- 5 Q Okay. And you said it took you nine months to finish that
- 6 course, roughly?
- 7 A Yes, the basic course, yes.
- 8 Q And how long to take the additional classes?
- 9 A I would say about a year and a half.
- 10 Q Okay.
- 11 A I'm sorry, in total a year and a half --
- 12 Q Okay.
- 13 A -- six months after that.
- 14 Q And I take it that course did not come free?
- 15 A No.
- 16 Q You had to pay for that course?
- 17 A Yes.
- 18 Q And how much did you pay for it if you recall?
- 19 A Each course was \$545.
- 20 Q Okay. You viewed that as an investment in your
- 21 profession?
- 22 A Yes.
- 23 Q And you were trying to make this a profession of yours,
- 24 correct?
- 25 A Yes.

1 Q And even as we sit here today, you consider yourself a  
2 professional interpreter, right?

3 A That's correct.

4 Q And I view it as a profession, but why do you view it as a  
5 profession? Or what are the reasons you do it as a profession?

6 A I view it as a profession because it's -- I have to study  
7 for it, get prepared for it. It's a career, and I make my  
8 living off of being an interpreter.

9 Q Okay. Would you agree that if I spoke Spanish fluently,  
10 which I don't, but if I did, that would not in and of itself  
11 qualify me to go in and be an interpreter in court?

12 A I would agree.

13 Q Okay. So just the ability to speak a language is not  
14 sufficient to make you qualified to be at least a qualified  
15 interpreter, correct?

16 A That's correct.

17 Q Okay. So you got your -- tell me about your state  
18 certification. What was involved in that process?

19 A So the state certification requires that you take a  
20 written exam, and once you pass that then you qualify for the  
21 oral exam, which is the interpreting part of it.

22 Q Okay. And this is met -- do you know who it's  
23 administered by? I take it some agency in California, but --

24 A No, the -- well, actually, I don't know if they're from  
25 California, but the company is called Prometric.

1 Q Prometric.

2 A Or Prometric.

3 Q Okay. And they were in the business of doing this kind  
4 of -- or certain kind of testing procedures?

5 A Yes.

6 Q And what was your purpose -- I mean, was there some  
7 benefit to becoming certified?

8 A Yes.

9 Q And what were the benefits of becoming a certified?

10 A You are qualified to work in court, to take different kind  
11 of assignments that required certified interpreter and you get  
12 paid more.

13 Q Okay. Before I get more into that, as you were going  
14 through SCSI and I take it you would have to study for this  
15 certification exam? It wasn't something you just went in and  
16 took on the fly, right?

17 A Right.

18 Q And -- but while you were going through SCSI, were you  
19 also continuing to do interpreting of some type?

20 A Yes.

21 Q And for who?

22 A For -- during that time I was studying, I was interpreting  
23 for LRA.

24 Q And LRA, does that stand for something?

25 A Yes, Leo Rosenblum and Associates.

1 Q Okay. And where is that based?

2 A In Burbank.

3 Q Los Angeles.

4 A Burbank.

5 Q Burbank, okay. And I believe you testified that when you  
6 did work for them you were treated as an independent contractor  
7 at that time, correct?

8 A Yes.

9 Q Did you have an agreement with them of any type? A  
10 written agreement?

11 A Yes.

12 Q And just roughly if you recall, how many pages was it?

13 A I don't remember.

14 Q Approximately. Are we talking about a two or three page  
15 contract? Are we talking about --

16 A Maybe about -- yeah, three or four pages. I think that's  
17 fair.

18 Q And how were you paid by LRA when you get assignments from  
19 them?

20 A It depended on the type of assignment.

21 Q Like what different types of assignments did you have for  
22 LRA?

23 A I had depositions. I'm sorry, you're talking about when I  
24 was not certified, correct?

25 Q This was before, yeah. I know I jumped back.

1 A Okay.

2 Q But now we're talking about before the certification.  
3 What were you doing for LRA?

4 A So before the certification I was doing individual  
5 educational plans.

6 Q Okay. And these are for students at schools that had some  
7 kind of learning issues and that the state was required to have  
8 special plans for those individuals?

9 A Yes.

10 Q Okay. And so you would do what, you would interpret  
11 between who and who?

12 A I would interpret between the parents of the child and all  
13 the service providers.

14 Q Okay. And how were you paid for those, by the hour? By  
15 the assignment?

16 A I was paid by the hour.

17 Q Do you remember -- do you recall what your rate was at  
18 that time?

19 A Yes, I recall that it was \$45 an hour, a two hour minimum.

20 Q And at that time, before your certification, about how  
21 many days a week did you have assignments for LRA?

22 A At that time, oh, I would say two to three maybe.

23 Q Were you doing interpretation work for any other agencies  
24 or individuals at that time?

25 A In 2012 I started working for Lionbridge.

1 Q Okay. So that would -- okay. So you started for  
2 Lionbridge before your certification then?

3 A Yes.

4 Q And how did you find out about Lionbridge?

5 A Oh, a friend of mine forwarded an e-mail that she received  
6 from a recruiter.

7 Q Okay. And Lionbridge, they do more than just -- at that  
8 time they did more than just immigration court work, correct?

9 A Yes.

10 Q Okay. But when your friend -- at that time were they  
11 seeking interpreters for the immigration courts or for some  
12 other type of work?

13 A For immigration court.

14 Q And had you had any -- had you done anything in  
15 immigration courts or immigration type proceedings prior to  
16 that time?

17 A No.

18 Q Okay. So I take it that you at some point contacted  
19 Lionbridge and reached some kind of agreement with them,  
20 correct?

21 A Yes.

22 Q And you were viewed as an independent contractor at that  
23 time, correct?

24 A Yes.

25 Q Did you sign a contract with Lionbridge?

1 A Yes.

2 Q And about how long was that?

3 A I don't remember.

4 Q Do you remember whether any of the terms in it were  
5 similar to terms you had in your contract with -- your later  
6 contract with SOSI?

7 A Some of them were similar.

8 Q Such as what?

9 A You know, the showing -- the time we had to show up, the  
10 attire.

11 Q Let me stop you there because you mentioned Angel Garay at  
12 several -- I may have mispronounced that. Is it Garay?

13 A Garay, yeah.

14 Q I'm from the south, so you'll have to forgive my accent.

15 A That's okay.

16 Q But so I'm just going to say Angel because I've butchered  
17 the last name, but Angel was an interpreter for liaison for  
18 Lionbridge, correct?

19 A Yes.

20 Q And was he there the entire time that you were at  
21 Lionbridge?

22 A Yes.

23 Q And you've said that he was a liaison, but he also, if you  
24 know, was operating under an independent contractor agreement  
25 with Lionbridge, correct?



1 A I --

2 MS. BRADLEY: Objection. Calls for speculation.

3 JUDGE ROSAS: Sustained.

4 Q BY MR. ROBERTS: If you know.

5 A Yeah, I don't know that.

6 Q Okay. Did he do interpretations himself in addition to  
7 whatever liaison work he did?

8 A Yes, he did.

9 Q And that was true at SOSI too, correct?

10 A Yes.

11 Q So even at SOSI, even though he held some type of title as  
12 liaison, he also actually did the same type of interpretation  
13 that you did?

14 A Yes.

15 Q So at Lionbridge, you were working -- when you were  
16 working at Lionbridge, you were working in the very same course  
17 that you later worked for when you worked for -- through SOSI,  
18 correct?

19 A Yes.

20 Q And the -- what procedures did he give you -- well, first  
21 of all, when you started with Lionbridge, did you have any kind  
22 of orientation of any type?

23 A Yes.

24 Q And was that through Angel?

25 A No.

1 Q Okay. Who gave you the orientation?

2 A Maria Elena Walker.

3 Q Maria Elena Walker, is that the same Maria Elena Walker  
4 that the petition later that we saw was about?

5 A Yes.

6 Q And what was her role or position at Lionbridge, if you  
7 know?

8 A At that time she was the quality assurance specialist.

9 Q Okay. And to the extent you know, what were her duties at  
10 Lionbridge?

11 A Her duties were to -- let's see, so do the orientation for  
12 new interpreters, give glossaries. She showed me the courtroom  
13 and she -- because we had to observe a couple of hearings and  
14 then she also did evaluations of interpreters.

15 Q In order for you to actually become approved to do the  
16 hearings in the EOIR courts?

17 A No, she evaluated for the quality of your interpretation  
18 after.

19 Q Okay. But before you could actually begin to interpret in  
20 the EOIR courts, did you have to pass some kind of exam or at  
21 least go through this evaluation process?

22 A I had to take an exam, yes.

23 Q Okay. Was this the first time, when you started with  
24 Lionbridge, the first time that you had worked in any courts?  
25 Any state or federal courts?

1     A     So I had worked at -- well, I had volunteered at the  
2     public defender's office.

3     Q     And did that require you to go into the courtroom and  
4     interpret or was that done outside the courtroom?

5     A     That was done outside of the courtroom.

6     Q     So at Lionbridge, was that the first time that you had  
7     ever been asked to interpret inside an actual courtroom?

8     A     Yes.

9     Q     Okay. And did you have -- well, of course you had gone  
10    through this criminal proceeding, so you had some understanding  
11    of courtrooms, at least in general, correct?

12    A     Yes.

13    Q     And so when -- at Lionbridge, when you were being given  
14    this orientation by Ms. Walker, did she just show you where the  
15    court -- she showed you where the courtrooms were, correct?

16    A     Yes.

17    Q     And did she show you the equipment that you were supposed  
18    to be using?

19    A     She did not.

20    Q     Did she -- well, did anyone at Lionbridge show you that?

21    A     Angel did.

22    Q     Okay. And in terms of the equipment, the equipment you  
23    understood was -- did not belong to Lionbridge or to SOSI  
24    later, it was owned by the courts or the government, correct?

25    A     Later I found that out, yes.

1 Q All right. Okay. And what did either Angel or Ms. Walker  
2 say to you in terms of how you should dress, or did they give  
3 you any instructions on that?

4 A Yes. Maria Elena Walker did mention to me that I had to  
5 wear professional courtroom attire.

6 Q Did that surprise you that you would be asked to wear  
7 professional attire when interpreting in a courtroom?

8 A No.

9 Q In terms of how early you should arrive, what was said to  
10 you at Lionbridge by either Angel or Ms. Walker?

11 A That I had to show up 30 minutes prior to my case  
12 beginning.

13 Q Did they explain to you that that was -- the court system  
14 required that?

15 A No.

16 Q Did you ask who required that, whether it was Lionbridge  
17 or whether it was the court that did that?

18 A No.

19 Q All you knew was that you were supposed to show up 30  
20 minutes early, correct?

21 A That's correct.

22 Q You understood even without being told that you would have  
23 to go through security to get into a state or federal court,  
24 correct?

25 A Right. I saw that.

1 Q Okay. And I mean, in this day and age, that doesn't  
2 surprise you to have to go through security, does it?

3 A That's correct.

4 Q And in terms of the clerk's office, you having had courses  
5 in various types of legal proceedings, you understood that  
6 there's a clerk's office? You know, in addition to judges in  
7 the courtrooms, there are clerks, there are bailiffs, there are  
8 all kinds of people who work for the court system, correct?

9 A Yes.

10 Q And when you even -- both at Lionbridge and at SOSI, when  
11 you went up to the courtroom clerk or the -- was this the  
12 actual clerk's office or was this some other office within the  
13 courthouse where you got your COI stamped?

14 A We referred to it as a court clerk's office, yeah.

15 Q But you understood that that was not a Lionbridge employee  
16 or a SOSI employee, but a court employee, correct?

17 A Yes.

18 Q And they were the ones -- I believe you said, at least at  
19 SOSI, was this also true at Lionbridge, that they waited until  
20 exactly 30 minutes before the hearing and then they would take  
21 all the COIs and stamp them?

22 A Yes.

23 Q And the COI forms that you were shown, I believe Exhibit  
24 8 -- General Counsel's Exhibit 8 in front of you, these, other  
25 than -- it says at the top, United States Department of

1 Justice, Executive Office for Immigration Review, Office of a  
2 Chief Immigration Judge. Except for the reference to SOSI, was  
3 this the same form that you used at Lionbridge?

4 A Yes.

5 Q Did it have Lionbridge on it at the top instead of SOSI?

6 A Yes.

7 Q But otherwise it was exactly the same as -- I'll say  
8 exactly, but primarily the exact -- if not exactly, very close  
9 to the same form?

10 A Yes.

11 Q Reading at the top where it mentioned the Office of Chief  
12 Immigration Judge, did you understand that to be a form  
13 required by the court system?

14 A I know that's what it says, but I didn't consider it to be  
15 for EOIR, no.

16 Q Okay. So you went through this process. What else, if  
17 anything, were you told about procedures or how you should --  
18 at Lionbridge, what other instructions were you given when you  
19 were being orientated or initiated into the job?

20 A In terms of what exactly?

21 Q Anything? In terms of -- that was work related? Anything  
22 about your work?

23 A I can't think of anything else.

24 Q Did you consider yourself to be an independent contractor  
25 with Lionbridge?

1 A Yes.

2 Q And I'm not asking you for a legal definition, but in  
3 terms of what you view as independent, what do you view as  
4 independent?

5 A I view independent -- an independent contractor as someone  
6 that can control my schedule, my work. I have a lot of say in  
7 the type of work that I do and I -- I'm basically in control of  
8 my services that I can provide.

9 Q Did you have that type of control at Lionbridge?

10 A No.

11 Q You didn't? Even though you viewed yourself as an  
12 independent contractor?

13 A Oh, I'm sorry, can you clarify the question?

14 Q Well, a minute ago I asked you if you viewed yourself as  
15 an independent contractor at Lionbridge and you answered yes?

16 A Yes.

17 Q And then you told me that you viewed somebody as an  
18 independent contractor if they had control over the type of  
19 work, when they took assignments, what -- you know, how they  
20 did their work.

21 A Right.

22 MS. BRADLEY: Objection. Mischaracterizes prior  
23 testimony.

24 JUDGE ROSAS: Rephrase.

25 Q BY MR. ROBERTS: Okay. I'll rephrase it. Whatever you

1     said just a few minutes ago, did you view yourself as having  
2     that type of control?

3     A     No, I didn't have that type of control.

4     Q     Even though you viewed yourself as an independent  
5     contractor?

6     A     Yes.

7     Q     You worked for Lionbridge from 2012 until they lost, until  
8     the contract was awarded to SOSI in late or mid-2015, correct?

9     A     Yes.

10    Q     And how were you paid by Lionbridge, by the hour or by the  
11    half day, or full day sessions? What type of rate structure  
12    was it?

13    A     It was by the hour.

14    Q     Okay. Did you have a minimum number of hours that you  
15    were guaranteed if you got an assignment?

16    A     I had a two hour minimum.

17    Q     Okay. Do you recall what your hourly rate was at  
18    Lionbridge when you first started?

19    A     When I first started, I think it was approximately between  
20    \$42 to \$47 an hour with a two hour minimum.

21    Q     While you were working at Lionbridge, did you -- you still  
22    had your self-proprietorship, Pazamor Interpreting, correct?

23    A     Yes.

24    Q     And were you continuing to do work for other agencies or  
25    entities?



1 A Yes.

2 Q Did you continue to do work for LRA?

3 A Yes.

4 Q And who else did you continue to -- if anyone, did you  
5 continue to do work for -- well, interpreting work while at  
6 Lionbridge?

7 A Let's see, it was LRA and Tony Barriere Interpreting, and  
8 that was it.

9 Q Okay. And what kind of interpreting jobs did you get from  
10 that agency?

11 A From which one?

12 Q Tony Barriere you said?

13 A Yeah, Tony Barriere. So I started working with him after  
14 I got certified, so I was doing depositions and medical  
15 appointments.

16 Q Okay. You remind me that I -- we kind of switched topics  
17 when we were talking about your certification and we never  
18 really finished that. But when you went to get your  
19 certification, you said you had to pass a written exam,  
20 correct?

21 A Yes.

22 Q And like just describe basically what type of exam that  
23 was. I mean, what were you being asked to do?

24 A The written exam is basically comprehension, some  
25 vocabulary, idiomatic expressions in English, and some court

1 procedures, things like that.

2 Q Okay. And did you pass the test on the first time?

3 A Yes, I did.

4 Q All right. Do you know what the success rate is for  
5 passing that certification exam?

6 A I believe it's ten percent.

7 Q Okay. So it's -- there's a very low pass rate, correct?

8 A Yes.

9 Q Okay. You said that after you passed that certification  
10 then did you have an oral exam or some other type of exam that  
11 you had?

12 A No. So after you pass the written exam, you have to take  
13 the oral exam.

14 Q Okay. And what does that consist of?

15 A That consist of actually interpreting. It's still a  
16 recording, but you interpret different scenarios, usually a  
17 judge or, you know, a trial.

18 Q Okay. And who evaluates that?

19 A That's Prometric.

20 Q Okay. And did you pass that on the first occasion?

21 A No.

22 Q How many times did you have to take that before you  
23 passed?

24 A Four times.

25 Q Okay. And do you know what the success rate is on that

1 test?

2 A So, I'm sorry, when I said the ten percent pass rate, I  
3 meant everything.

4 Q Everything, okay. So in terms of months or years, how  
5 long did it take you to get through the certification process  
6 from start to finish?

7 A About two years.

8 Q So it's fair to say it's very difficult to get through  
9 that whole process, correct?

10 A Yes.

11 Q And once you've completed that, that expanded your  
12 opportunities in certain respects?

13 A Yes.

14 Q And in what fashion?

15 A Well, I was then qualified to interpret legal proceedings,  
16 any medical, legal proceedings, vague deposition transcripts,  
17 be at the -- be in court.

18 Q Okay. But the certification was not necessary to work  
19 through Lionbridge, correct?

20 A That's correct.

21 Q Or through SOSI, correct?

22 A That's correct.

23 Q So at Lionbridge you started telling me about you went  
24 through some kind of evaluations process. Before you could  
25 actually start interpreting real cases, what did you have to

1 do?

2 A There was an exam that was given, yeah.

3 Q And what kind of exam?

4 A It was an interpreting exam. You had to interpret -- you  
5 had to do site translation, consecutive, simultaneous, and they  
6 also had, like rapid fire vocabulary, so they would give you  
7 words and you had to interpret them.

8 Q Okay. And who was administering that test?

9 A I don't remember who was administering that.

10 Q It was someone from Lionbridge though? Or was it an  
11 outside --

12 A I don't remember.

13 Q That's okay. And did you actually do any practice  
14 interpretations under someone's observation?

15 A No.

16 Q Did you have to observe -- well, let me ask you about the  
17 immigration course. You mentioned, I think, master calendars  
18 and then there's some other types of calendars, individual --  
19 explain to us, what are all the different types of hearings or  
20 calendars that they have in the immigration course?

21 A So the master calendar hearing is basically an arraignment  
22 where they read the respondent their rights, they let them know  
23 that they're in deportation proceedings, and those tend to be  
24 pretty quick, so they'll have several cases, you know, up to  
25 25, 35 cases on one particular session. And then there's

1 the -- excuse me, the merits hearing and that's seen as the, I  
2 guess you can say the trial. It's the final hearing for that  
3 respondent to plead their case in order to get a stay of  
4 removal or cancelation of removal order.

5 Q Okay. Any other types of hearings in immigration court?

6 A Yes. For the detainee docket, then we'll usually have a  
7 bond hearing to determine whether the respondent can get bond.

8 Q A detainee, is that someone who's in custody? Or what  
9 does that mean, detainee?

10 A Yes, that is someone that is in custody.

11 Q And in danger of being deported, or what?

12 A Those are folks that are looking to get asylum and there  
13 are other different scenarios as to why they're there, but it  
14 could be asylum or they were transferred from the -- from  
15 criminal court, picked up by ICE and put into the detention  
16 center.

17 Q Okay. So in the master calendars, and was this -- the  
18 type of hearings didn't change when you went through SOSI from  
19 what they were with Lionbridge, did they?

20 A I never did a detainee docket in Lionbridge. I'm not sure  
21 if that happened.

22 Q Okay. But in terms of the other types of master calendar  
23 and the merits hearings, they were the same types of hearing  
24 whether you were working through Lionbridge or you were working  
25 for SOSI?

1 A Yes.

2 Q So my questions about that would be, you know, the same I  
3 take it, then your answers would be the same regardless of  
4 whether it's SOSI or Lionbridge in terms of when I ask you  
5 about those types of hearings, correct?

6 A I'm sorry, I --

7 Q That's a bad question. That's a terrible question. Let  
8 me rephrase that. The master calendar, you said there could be  
9 like 25, you know -- does that mean 25 aliens or individuals?

10 A Yes.

11 Q And each individual has what I think was referred to as an  
12 A number or an alien number; is that correct?

13 A Yes.

14 Q And am I correct that a master calendar, there's of course  
15 an immigration judge present, correct?

16 A Yes.

17 Q There's attorneys. Are there attorneys for the aliens or  
18 are they unrepresented?

19 A Sometimes they have attorneys and sometimes they're pro  
20 per.

21 Q Okay. And is there an attorney for the state or for the  
22 government?

23 A Yes.

24 Q Okay. And what is your -- and is this primarily where  
25 they're just being informed of their rights or what the process

1 is?

2 A For the master calendar hearing?

3 Q Yes.

4 A Yes.

5 Q And so is this mostly -- would this be consecutive  
6 interpretation or simultaneous interpretation in master  
7 calendar?

8 A Both.

9 Q Both. And how do you decide which to use?

10 A Well, when the judge is speaking or when the trial  
11 attorney is speaking, usually I will do simultaneous so that  
12 the respondent can hear.

13 Q And was that true both at Lionbridge and at SOSI?

14 A Yes.

15 Q And you were the one who made that determination, correct?

16 A For the most part, yes. There's some instances that the  
17 judges would require us to, you know, just do consecutive or  
18 something like that.

19 Q And of course, whenever the judge gave you any kind of  
20 instruction, you would follow that, correct?

21 A Yes.

22 Q You understood that the judge was not an employee of  
23 either SOSI or Lionbridge, correct?

24 A Yes.

25 Q There was -- at both Lionbridge and SOSI, there was no one

1 from either of those agencies who actually sat in the courtroom  
2 and observed what you were doing, correct?

3 A When?

4 Q When you were in -- after you were qualified and you were  
5 doing assignments, nobody from either agency came into the  
6 courtroom and monitored the manner in which you were performing  
7 your job, correct?

8 A They would just evaluate once a year.

9 Q But you said that never happened at SOSI, correct?

10 A That's correct.

11 Q Did it happen at Lionbridge?

12 A Yes.

13 Q You were evaluated at Lionbridge?

14 A Yes.

15 Q And was that the only time that anyone from Lionbridge  
16 would come in and actually observe whether you were doing a  
17 good job or not?

18 A Yes.

19 Q But in the course of working through Lionbridge and SOSI,  
20 no one from either of those agencies ever told you how you were  
21 to do your interpreting job, correct?

22 A In terms of what exactly?

23 Q The actual performance of interpretation?

24 A No.

25 Q All right. The --



1 A Can I clarify?

2 Q Yes, you can.

3 A Are you saying how I -- in terms of what --

4 Q The actual interpretation process. The process of  
5 actually doing what an interpreter does. I'm not talking about  
6 policies or anything like that, but the actual, in the  
7 courtroom, the actual job that you're doing.

8 A I mean, they would just tell me, you know, to -- I mean,  
9 they would explain the hearings and say this is when you  
10 interpret, make sure you sit here, you know, that kind of  
11 stuff, and I got a glossary to make sure I said, you know, the  
12 terminology the correct way. I don't know if that's what  
13 you're referring to.

14 Q Okay. That's true about Lionbridge and SOSI, correct?

15 A Yes.

16 Q But as far as the -- you describe the different types of  
17 interpretation and all you went through to learn that, nobody  
18 sat there and told you how to do the interpretation itself,  
19 correct?

20 A Yeah, I guess not, no.

21 Q Now, let's talk about the whole process of arriving at the  
22 courthouse and the whole assignment process, and let's move to  
23 SOSI now.

24 A Okay.

25 Q Let's talk about SOSI. You started -- your first

1 assignment, your COIs indicate your first assignment, I believe  
2 was in January of 2016, correct?

3 A Yes.

4 Q And since you were not extended, your last one would have  
5 been in August of 2016?

6 A Yes.

7 Q As I understood it, you would forward to Haroon? Haroon  
8 Siddiqi was your original coordinator?

9 A Yes.

10 Q Okay. You never met him personally, did you?

11 A No.

12 Q And did you know that he resided and rest in Virginia?

13 A Yes.

14 Q So your dealings with Haroon were primarily by e-mail,  
15 correct?

16 A Yes.

17 Q And occasionally by telephone?

18 A Yes.

19 Q Haroon Siddiqi, if you know, he was not an interpreter  
20 himself, was he?

21 A I don't know that.

22 Q You don't know?

23 A No.

24 Q Did he ever say or indicate anything to you that he knew  
25 how to interpret himself?

1 A No.

2 Q Okay. So any of the communications you had with Haroon  
3 Sidiqi, none of them involve the actual process of  
4 interpreting?

5 A No.

6 Q Okay. All of your communications with Haroon Sidiqi, at  
7 least primarily, dealt with assignments, getting -- and any,  
8 maybe problems that you might have with an assignment, correct?

9 A Yes.

10 Q Okay. So you would provide your schedule in advance,  
11 what, a week or two in advance of each month?

12 A It depended, yeah.

13 Q But it looks -- and I won't -- it looks from some of the  
14 e-mails that he would typically try to assign cases somewhat  
15 like a couple of weeks in advance, so if it was -- if he was  
16 looking for cases for May, sometime in April he would be  
17 looking to start assigning cases out, correct?

18 A Yes.

19 Q And of course there were -- you recognize that you were  
20 one of a number of Spanish interpreters who were available in  
21 the Los Angeles -- or Southern California region, correct?

22 A Yes.

23 Q And so you would give him a list of -- or the dates that  
24 you had available, correct?

25 A Yes.

1 Q And then the process would be was if he had cases he could  
2 give to you, he would send you assignments for each of those  
3 dates, or for whatever dates he had that matched up with your  
4 schedule and at that point you had the ability -- in order to  
5 actually make the case happen, you had to actually confirm the  
6 assignment, correct?

7 A I had to confirm that I was available to take it.

8 Q All right. Again, but the step process was you first gave  
9 him the dates you were available?

10 A Yes.

11 Q As step one, right?

12 A Yes.

13 Q And step two was he would send you an e-mail offering you  
14 assignments on some, but probably not all of the dates you had  
15 available, correct?

16 A Yes.

17 Q And then the next -- that was step two. And step three  
18 would be is you would either -- you would send him an e-mail  
19 back. If you were going to take all those cases, you confirmed  
20 them, correct?

21 A Yes.

22 Q And once you confirmed them, that meant that you had  
23 accepted those particular assignments?

24 A Yes.

25 Q But you still had the freedom -- even though you had said

1     you were available on these dates, you had the freedom to say,  
2     I'm sorry, since I gave you that date, that date has now  
3     disappeared, I've offered it somewhere else, correct? You  
4     could reject that assignment?

5     A     You could decline an assignment.

6     Q     And was that true also at Lionbridge?

7     A     Yes.

8     Q     So now once you've got an assignment for a particular day,  
9     you -- it's either for morning or afternoon or both, correct?

10    A     Yes.

11    Q     And your COIs will show -- well, let's look at your COs.  
12    If you could pull out General Counsel's Exhibit 8 and we'll  
13    just look at the first one, so -- the first page. This form,  
14    tell me what part you filled out. Let's start with that. What  
15    part of this did you fill out?

16    A     So I filled out the top portion, so the top half portion  
17    of it.

18    Q     Where it says, "Interpreter name, hearing location,  
19    interpreter date?"

20    A     Yes.

21    Q     "COI number, city, state, scheduled time," you filled that  
22    out?

23    A     Yes.

24    Q     And you filled that out in advance so that actually  
25    arriving at the immigration courts?

1 A Yes.

2 Q And so 8:30 a.m. was what you had been told was when the  
3 actual hearing would begin, correct?

4 A Yes.

5 Q And you understood that -- and even at Lionbridge and at  
6 SOSI that in order to be able to be -- that meant that the  
7 hearing was going to start at 8:30, correct?

8 A Yes.

9 Q So you understood you could not arrive at 8:30 at the  
10 courthouse and expect to be in the courtroom by 8:30?

11 A Correct.

12 Q And you knew you had to go through security, correct?

13 A Yes.

14 Q And in LA, what courts did you work at? There were two in  
15 LA? The Olive Street, and what was -- in the Federal Building?

16 A Yes.

17 Q And was there a difference in how long the security lines  
18 were in those two courts?

19 A I believe the building on Los Angeles Street, the Federal  
20 Building was a tiny bit shorter.

21 Q And you also knew that you were supposed to get your COI  
22 stamp 30 minutes in advance of the hearing, correct?

23 A Yes.

24 Q All right. So you filled out the top part. What about  
25 the part below that where it says, "Start time, file number,

1 immigration judge," did you fill that out?

2 A Yes.

3 Q When, in advance of the hearing?

4 A Yes.

5 Q In advance of arriving?

6 A Yes.

7 Q Okay. And what about the part where you certified, you  
8 know, is that filled out by you too, that part? It says, "I,  
9 Jo Ann Gutierrez-Bejar, are hereby certified;" you filled out  
10 that part?

11 A Yes.

12 Q When did you do that?

13 A Prior to the hearing.

14 Q So you actually certified the interpretation even before  
15 the hearing actually occurs typically?

16 A Yes.

17 Q Okay. All right. And then we see at the bottom -- well,  
18 if you turn it sideways, there is a stamp that says -- and I  
19 can't read it completely, but it says, "Received," and it has  
20 the date and time and it says, "Executive office for  
21 immigration review." Is that what -- that stamp time, is that  
22 when the court clerk's office or the window -- the people at  
23 the window stamp the COI?

24 A Yes.

25 Q And that says 8:00 a.m., so that would be 30 minutes

1 before that 8:30 hearing, correct?

2 A Yes.

3 Q Okay. And then there's a part that says -- at the bottom  
4 that says, "To be completed by immigration court personnel,"  
5 and that's the part that's filled out by the judge?

6 A Yes.

7 Q And that's done after the hearing is complete?

8 A Yes.

9 Q And in this particular case, I don't know if it's a he or  
10 a she, but the judge indicated that it started at 8:30 and  
11 ended at 10:45 a.m., correct?

12 A Yes.

13 Q And 10:45 a.m. indicated what, that -- was that when the  
14 court -- when the hearing ended? I mean, how soon after the  
15 hearing ended did you take it to the judge to be stamped or to  
16 be filled out?

17 A It was immediately.

18 Q All right. And then the only other duties you had within  
19 the courtroom was to make sure that the equipment was being  
20 charged and put out correctly?

21 A Yes.

22 Q Okay. And then at that point, on this particular day,  
23 you -- after -- at 10:00- -- it looks like 10:45, if I  
24 understood your testimony correct, you would have then gone  
25 back to the clerk's window at 10:45 a.m.; is that right?



1 A Yes.

2 Q And the clerk -- you obviously were not sent to another  
3 hearing, correct?

4 A Yes.

5 Q Because if you had been sent to another hearing, it would  
6 show up on this COI, right?

7 A Well, sometimes they -- I wouldn't write it, so it's hard  
8 to tell. Sometimes I would, and sometimes I wouldn't.

9 Q But, wait a second, you're saying that you would be sent  
10 to a second hearing and you would not have the judge fill out  
11 the time that you were there and the time you left?

12 A Because sometimes we weren't needed, so then they would  
13 just --

14 Q Okay. But if you actually interpreted for another  
15 hearing, that would actually be -- there would be something  
16 filled in there, correct?

17 A So I don't know, because sometimes I wouldn't get the case  
18 numbers, but the judge would sign it on the bottom.

19 Q I'm still not quite sure I follow. Are you saying that  
20 there are times when you went to another hearing in that same  
21 morning and you actually interpreted and no one filled out  
22 anything indicating that interpretation?

23 A Yes. I wouldn't fill out the A number; that's correct.

24 Q The A number? I'm not asking about that.

25 A The file numbers.

1 Q I'm asking about a time -- a start time and a finish time.

2 A Oh, so the start time and end time, if I interpreted at a  
3 hearing, the judge would put the time, the start time and end  
4 time.

5 Q I understand. It wouldn't show a separate alien number,  
6 but it would show the start and end time?

7 A That's correct.

8 Q So on this particular day, January 11, 2016, you started a  
9 hearing at 8:30 and it ended at 10:45 a.m., correct?

10 A Yes.

11 Q And you were paid for a half day?

12 A Yes.

13 Q And you were not sent to another hearing that morning,  
14 correct?

15 A That's correct.

16 Q And the clerk released you shortly thereafter and you were  
17 free to leave, correct?

18 A Yes.

19 Q All right. And so the only time that you would have been  
20 required to stay would have been if there was another hearing  
21 that the clerk needed somebody to interpret for and they asked  
22 you or told you to go do that, correct?

23 A Yes.

24 Q And we won't count them, but I would say the vast majority  
25 of these appear to be only a single hearing, either in the

1 morning or the afternoon, correct?

2 A The majority are, yes.

3 Q And for example, page 2 of General Counsel's Exhibit 8,  
4 which is -- looks like it's the same afternoon and it looks  
5 like you finished your morning hearing at 10:45, you started an  
6 afternoon hearing at 1:00 and it ended at 1:40, correct?

7 A Yes.

8 Q And so in that particular day, you actually -- the actual  
9 hearings you did, the first hearing lasted two hours and 15  
10 minutes. The second hearing lasted 40 minutes?

11 A Yes.

12 Q And you were paid for a full day, correct?

13 A Yes.

14 Q And once 1:40 came and you went back to the clerk's office  
15 and were released, you were free for the rest of the day,  
16 correct?

17 A Yes.

18 Q You mentioned some hearings being canceled and I'm going  
19 to -- I think they're not -- well, actually it's the first tab  
20 and it's got on here -- someone has written at the top and at  
21 the bottom that the hearing was canceled. Help me interpret  
22 this particular page. It looks to me, and correct me if I'm  
23 wrong, but it looks to me like you were scheduled to have a  
24 hearing on the 13th of January 2016 that began at 8:30 a.m.,  
25 correct?

1 A Yes.

2 Q So you filled this all out at the top before you got  
3 there, or beforehand at some point, but it looks like it was  
4 canceled on the 12th at 1:51 p.m.; is that correct?

5 A Yes.

6 Q And who wrote canceled? Was that you? Did you write  
7 that?

8 A Yes.

9 Q And so what does that mean, that you were advised around  
10 1:51 p.m. on the 12th that the hearing had been canceled?

11 A That's correct.

12 Q And did you submit this particular COI for reimbursement  
13 or for payment?

14 A Yes.

15 Q And was that because it was canceled in less than 24  
16 hours' notice?

17 A Yes.

18 Q And were you paid for it?

19 A Yes.

20 Q So you got a half day pay even though -- because of that  
21 late cancelation on that?

22 A Yes.

23 Q Okay. All right. These COI forms that, you know, there's  
24 a number of e-mails toward the back. Let me see if I can find  
25 where they are, where Claudia Thornton, I think primarily her,

1 but it may have been others, were sending e-mails about the --  
2 and perhaps Martin Valencia, about the actual process of  
3 submitting COIs and who it would be submitted to and whether it  
4 was in an Excel spreadsheet or the format, right? You recall  
5 those e-mails?

6 A Yes.

7 Q Okay. And my question is not really about the e-mails,  
8 but about the whole process of submitting COIs. I mean, the  
9 sole -- from your perspective, the sole purpose of the COI was  
10 to make sure you got paid for the work you were doing, correct?

11 A Yes.

12 Q I mean, it served the same purpose as an invoice that you  
13 may have submitted to some other client, correct?

14 A Yes.

15 Q And when you submitted -- for other clients that you  
16 worked for other than Lionbridge or SOSI, have some of them  
17 specified how they want their invoices to be submitted or in  
18 what format or in -- and in terms of timeliness, things like  
19 that?

20 A In terms of timeliness, yes.

21 Q Okay. What about in terms of format? Have any of your  
22 other clients indicated what format they would like their  
23 invoice to come in?

24 A Yes.

25 Q And who is that?

1 A That's One Call.

2 Q And what format had they indicated they preferred you to  
3 submit it?

4 A They have a website and you go in and you fill out the  
5 start and end time that you interpreted for that particular  
6 case.

7 Q Okay. So is it your view that being asked to use a  
8 certain format takes away from your independence as an  
9 interpreter?

10 A Well, just in the instance that I don't use my own  
11 invoice.

12 Q But other agencies you've worked for have specified the  
13 invoice procedure that they would like you to follow?

14 A No. They just ask that I turn it in by a specific day of  
15 the month.

16 Q No, but you said that One Call had a website or something  
17 online that you were supposed to use, correct?

18 A Yes.

19 Q Okay.

20 MR. ROBERTS: Judge, I've still got a good bit more. How  
21 long do you want to go? I'm not asking to quit, I'm just  
22 asking what your -- you know, I've still got -- I'm at sort of  
23 a transition point and I didn't know whether --

24 JUDGE ROSAS: About how much time do you have?

25 MR. ROBERTS: I've got over an hour to go.

1 JUDGE ROSAS: Let's go off the record for a minute.

2 (Off the record at 6:00 p.m.)

3 JUDGE ROSAS: All right, we're going to adjourn this case  
4 until tomorrow at 9:00 a.m. Please do not discuss your  
5 testimony with anyone until you return here tomorrow, okay?

6 THE WITNESS: Okay.

7 JUDGE ROSAS: Thank you. All right. We'll go off the  
8 record.

9 MR. ROBERTS: Thank you.

10 MS. BRADLEY: Thank you.

11 JUDGE ROSAS: All right.

12 **(Whereupon, the hearing in the above-entitled matter was**  
13 **recessed at 6:01 p.m. until Tuesday, September 26, 2017 at 9:00**  
14 **a.m.)**

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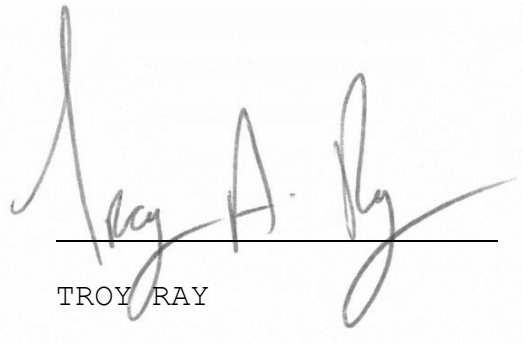
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C E R T I F I C A T I O N

This is to certify that the attached proceedings before the National Labor Relations Board (NLRB), Region 21, Case Number 21-CA-178096, 21-CA-185345. 21-CA-187995, SOS International, LLC and Pacific Media Workers Guild Communications Workers of America, Local 39521, AFL-CIO, at the National Labor Relations Board, Region 21, 888 South Figueroa Street, Room 901, Los Angeles, California 90012, on Monday, September 25, 2017, 1:18 p.m. was held according to the record, and that this is the original, complete, and true and accurate transcript that has been compared to the reporting or recording, accomplished at the hearing, that the exhibit files have been checked for completeness and no exhibits received in evidence or in the rejected exhibit files are missing.

A handwritten signature in black ink, appearing to read "Troy A. Ray", is written over a horizontal line.

TROY RAY

Official Reporter



OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

REGION 21

In the Matter of:

SOS International, LLC,

Case Nos. 21-CA-178096

21-CA-185345

and

21-CA-187995

Pacific Media Workers Guild  
Communications Workers of  
America, Local 39521,  
AFL-CIO.

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Place: Los Angeles, California

Dates: September 26, 2017

Pages: 168 through 471

Volume: 2

OFFICIAL REPORTERS

AVTranz

E-Reporting and E-Transcription  
7227 North 16th Street, Suite 207  
Phoenix, AZ 85020  
(602) 263-0885

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 21

In the Matter of:

SOS INTERNATIONAL, LLC,

and

PACIFIC MEDIA WORKERS GUILD  
COMMUNICATIONS WORKERS OF  
AMERICA, LOCAL 39521,  
AFL-CIO.

Case Nos. 21-CA-178096  
21-CA-185345  
21-CA-187995

The above-entitled matter came on for hearing, pursuant to notice, before **MICHAEL A. ROSAS**, Administrative Law Judge, at the National Labor Relations Board, Region 21, 888 South Figueroa Street, Room 901, Los Angeles, California 90012, on **Tuesday, September 26, 2017, 9:02 a.m.**

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**A P P E A R A N C E S**

**On behalf of the General Counsel:**

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**BRYAN LOPEZ, ESQ.**

NATIONAL LABOR RELATIONS BOARD - REGION 21  
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I N D E X

<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>VOIR DIRE</u>
J. Gutierrez-Bejar		174	193 204		
Maria Portillo	210 314	316	355 360		
Stephany Magana	371 421	423	465 468		462

E X H I B I T S

<u>EXHIBIT</u>	<u>IDENTIFIED</u>	<u>IN EVIDENCE</u>
<b>General Counsel:</b>		
GC-43	219	219
GC-44	219	219
GC-45	220	220
GC-46	221	221
GC-47	222	222
GC-48	223	223
GC-49	228	228
GC-50	230	230
GC-51	231	231
GC-52	232	232
GC-53	237	237
GC-54	241	241
GC-55	243	243
GC-56	245	245
GC-57	248	248
GC-58	250	250
GC-59	250	250
GC-60	256	256
GC-61	263	263
GC-62	263	263
GC-63	263	263

E X H I B I T S (Continued)

<u>EXHIBIT</u>	<u>IDENTIFIED</u>	<u>IN EVIDENCE</u>
<b>General Counsel:</b>		
GC-64	274	274
GC-65	281	281
GC-66	281	281
GC-67	284	284
GC-68	285	285
GC-69	288	288
GC-70	290	290
GC-71	290	290
GC-72	291	291
GC-73	303	303
GC-75	306	306
GC-76	308	308
GC-77	314 (Rejected)	314
GC-78	377	377
GC-79	384	384
GC-80	385	385
GC-81	386	386
GC-82	403	403
GC-83	405	405
GC-84	406	406
GC-85	410	410

E X H I B I T S (Continued)EXHIBITIDENTIFIEDIN EVIDENCE**General Counsel:**

GC-86

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GC-87

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GC-88

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GC-89

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**Respondent:**

R-1

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1                                    P R O C E E D I N G S

2                    JUDGE ROSAS:    Okay.    Back on record.    Presumption cross-  
3                    examination.

4                    Whereupon,

5                                    JO ANN GUTIERREZ-BEJAR

6                    having been previously sworn, was called as a witness herein  
7                    and was examined and testified as follows:

8                                    CROSS-EXAMINATION

9                    Q        BY MR. ROBERTS:    Good morning, Ms. Gutierrez-Bejar.    How  
10                    are you?

11                    A        Good morning.    Good.    How are you?

12                    Q        I want to ask you some questions about some of the  
13                    exhibits that are in front of you.    So, I think you've got a  
14                    complete stack, but if you will start with GC Exhibit 5.  
15                    They're numbered in the bottom.    It's the exhibits to your --  
16                    have you got that in front of you?

17                    A        Yes.

18                    Q        And I want to ask you about Exhibit 1, first, this code of  
19                    professional responsibility.    When you were working, prior to  
20                    going to SOSI, had you ever seen that code of professional  
21                    responsibility for interpreters?

22                    A        I don't remember.    I don't remember.

23                    Q        Did you, in any of your training or education, was there  
24                    any courses or discussion of professional responsibility or  
25                    code of ethics or anything like that?



1 A Yes.

2 Q And what was your understanding as to the ethical  
3 requirements of an interpreter?

4 A The ethical requirements of an interpreter is to: always  
5 remain neutral; not to take any sides, whatsoever; not to  
6 embellish or omit; always remain professional --

7 Q What about -- I'm sorry for interrupting, but if you need  
8 to add, by all means.

9 A Uh-huh.

10 Q But what about -- you mentioned yesterday that there was  
11 some restriction or you understood that you were not to engage  
12 in conversation with attorneys and aliens and parties, correct?

13 A Yes.

14 Q And has that always been your understanding as an  
15 interpreter?

16 A Yes.

17 Q And your understanding of the reason for that -- you said  
18 something about a conflict of interest; can you explain that,  
19 please?

20 A Yes. You don't want to give appearance of impropriety or  
21 that you are in favor of one side versus the other. You always  
22 are to remain neutral to both parties.

23 Q So you've understood that throughout your career as an  
24 interpreter?

25 A Yes.

1 Q And that would mean that, at least while you're at the  
2 immigration courts you would not engage in even idle chatter  
3 with attorneys or aliens or anyone like that.

4 A That's correct.

5 Q And that would include court personnel too, correct?

6 A Yes. That's correct.

7 Q In terms of looking at this Exhibit 1, I know you said you  
8 weren't sure if you had seen anything like that before, but if  
9 you would take a second to review the ten cannons. Are any of  
10 them inconsistent with what you understood from your training  
11 and experience in education as an interpreter?

12 A I'm sorry, can you repeat the question?

13 Q I want to know, if any of these -- are any of these  
14 something new or inconsistent with what you have always  
15 understood.

16 A No. They are consistent with what I've understood.

17 Q All right. Now if you'd look at the second exhibit in the  
18 same GC Exhibit 5, but it's Exhibit 2. And this is Immigration  
19 Court Operating Guidelines for Contract Interpreters. Do you  
20 recall if you'd seen something similar when you were at  
21 Lionbridge?

22 A I remember something similar to this, I remember, yeah.

23 Q Okay. And the bottom part of this where it has all of the  
24 do's; do this, do that. Were these things that -- whether they  
25 were in a document or not -- were these things that you had

1     been advised of by Angel or, perhaps, Ms. Walker, or someone  
2     else at Lionbridge when you were working in the immigration  
3     courts?

4     A     Yes.

5     Q     So none of these do's were new to you when you went to  
6     SOSI, correct?

7     A     That's correct.

8     Q     In fact, you didn't really have -- having gone through an  
9     orientation at Lionbridge, you did not have to go through one  
10    at SOSI; did you?

11    A     I did not.

12    Q     Okay. And in your time with SOSI, I believe you were  
13    there for roughly eight months. At any time did -- and you  
14    talked about this things that Angel would say to you about hel  
15    -- reminders, was any of that, what he told you, new or  
16    different from what you had been told previously at Lionbridge?

17    A     Anything new. I don't think there was anything new, no.

18    Q     Okay. Next, if could -- you can put that exhibit aside.  
19    And next, if you would look at General Counsel's Exhibit 7,  
20    which is a series of emails between you can different  
21    coordinators and individuals. But the pages are not numbered,  
22    but if you could turn to -- it's about half way through, it's  
23    dated -- the email in question is dated January 27th, 2016,  
24    from you to Haroon Siddiqi. And it starts, "Hi, Haroon, I had  
25    some changes to my availability for February.

1 JUDGE ROSAS: Mr. Roberts, where is this?

2 MR. ROBERTS: Well, and the pages are not numbered. It's  
3 somewhere in the middle. It's an email dated January 27th,  
4 2016. It says the subject of it is availability for the month  
5 of February.

6 JUDGE ROSAS: At some point before the recorded closes,  
7 let's make sure that everybody understands what the page  
8 numbering is internally for referencing later.

9 MR. ROBERTS: Yeah. Perhaps we can number it after we're  
10 through; if we can find it.

11 JUDGE ROSAS: No rush at this time, but later on briefing,  
12 we don't want to guess. Okay.

13 Q BY MR. ROBERTS: If you can find it. It really looks to  
14 me to be right in the middle. It was sent at 4:55 p.m. Pacific  
15 Standard Time.

16 A 22nd or 27th?

17 Q 27.

18 A Oh, okay. I found it.

19 Q And it says, "I had some changes to my availability." You  
20 see that?

21 A Yes.

22 Q okay. Because this is a follow up to an earlier email,  
23 the next page, which is an email you'd sent on, my Spanish is  
24 not very good but I assume that's January 25th; the next page,  
25 correct?

1 A Yes.

2 Q Where you had sent him your availability and then you're  
3 saying that certain days are no longer available.

4 A Yes.

5 Q And what is the reason that those days were no longer  
6 available? Had you found other assignments during that time?

7 A Those days, either I could have found another assignment  
8 or, usually, when I wouldn't work was for my kids or another --

9 Q Personal reasons?

10 A Personal reason, yes.

11 Q And so, you were informing Mr. Saddiqi that even though  
12 you had told him that those days, originally, were available  
13 that, for whatever reason, they were no longer available?

14 A That's correct.

15 Q And you testified yesterday, I believe that you prioritize  
16 SOSI and the reason -- you gave two reasons. One reason was  
17 that, they paid better than you other assignments, correct?

18 A Yes.

19 Q And the other was, you liked interpreting in immigration  
20 courts?

21 A Yes.

22 Q Do you consider yourself at that time, I know you're in,  
23 kind of, an employment position, but at that time did you  
24 consider yourself as a business person?

25 A As an independent contract I would say, yeah.

1 Q But you were always, -- you were always looking -- if you  
2 had a choice between two assignments and one paid more than the  
3 other you were likely to take the higher paying one, correct?

4 A Yes.

5 Q Okay. I mean that just makes good business sense,  
6 correct?

7 A Correct.

8 Q When you started with SOSI, and there's nothing in your  
9 contract, or you were never told that you would be guaranteed  
10 any certain number of assignments in a particular week or  
11 month, were you?

12 A No.

13 Q Okay. And you understood that you were -- to some extent,  
14 you were competing with other interpreters for the same amount  
15 of work?

16 A I wouldn't say competing. Yeah, I wouldn't say competing  
17 with other interpreters.

18 Q But a case that you took was a case that someone else  
19 could not be assigned, correct?

20 A That's correct.

21 Q Okay. The cases themselves, the court calendars, did you  
22 understand that those calendars were generated by the court  
23 system not by SOSI, correct?

24 A Yes.

25 Q And, I mean, you worked in many courts and -- are you

1     aware that in all your experience you've seen cases get  
2     cancelled, postponed, rescheduled, things of that nature,  
3     correct?

4     A     Yes.

5     Q     And so you talked some about cases being canceled and  
6     things like that, that also happened at Lionbridge from time to  
7     time?

8     A     Yes.

9     Q     And I think that was your first experience in court, but  
10    even when depositions and stuff like that, depositions are  
11    sometimes cancelled or rescheduled, correct?

12    A     Yes.

13    Q     And if you've taken an assignment, you know, you're sort  
14    of at the mercy of whenever, you know, whatever decision is  
15    made with regard to rescheduling, correct?

16    A     Yes.

17    Q     Of course, if something's rescheduled, whether it's a  
18    deposition or if it was a court case in SOSI's situation, you  
19    would always have the option of saying that you were not  
20    available for the rescheduled day, right?

21    A     If it was offered to me, yes.

22    Q     Okay. And let me just -- one more page of that one. If  
23    you would go to page -- what I had you looking at was numbered  
24    page 1 of this particular email trail and if you would go to --  
25    that's a three-page email trail. If you'll go to the next set

1 of emails which is dated February 22nd, it's an email from you  
2 to Mr. Siddiqi dated February 22nd, 2016 at 8:17 a.m. And it  
3 says, "Hi Haroon, here are my days for March." It's a couple  
4 of page, you found that?

5 A Yes.

6 Q So that on February 22nd, of 2016 in the month of March,  
7 at least as of February 22nd those were the only days that you  
8 had available, correct?

9 A Yes.

10 Q Okay. And I take it the reasons that you would not have  
11 had other dates were either you had either other assignments or  
12 you had personal reasons that you could not be available?

13 A Yes.

14 Q Okay. That's all of that particular exhibit. Now, if you  
15 would go to General Counsel's Exhibit 10 which is a -- this is  
16 a series of emails dealing with switching of cases, and even  
17 before this series of emails, I mean, what was your  
18 understanding as to if you wanted to switch cases. So before  
19 this series of emails, what was your understanding that if you  
20 wanted to switch cases, what the protocol or procedure was for  
21 doing so?

22 A We had to get Haroon's approval, first.

23 Q So you understood, even before this, that if you wanted to  
24 switch cases you were to notify him and, at least get his  
25 agreement to that?



1 A Yes.

2 Q And it appears from these emails that even though he may  
3 have been upset -- it appears he was upset because he hadn't  
4 been informed in advance, correct?

5 A Yes.

6 Q And I think you said you had a telephone conversation with  
7 him, was that what he expressed in the telephone conversation?

8 A Yes.

9 Q Not that you couldn't switch cases but that you needed to  
10 let him know if you were doing it, right?

11 A Well, and we needed to get his approval first.

12 Q Right. Okay. But these were all approved, right?

13 A Yes.

14 Q Even after the fact, right?

15 A Yes.

16 Q And in all your eight months at SOSI did he ever deny a  
17 request by you to switch a case?

18 A Not to me.

19 Q All right. That's all with that exhibit. And it appears  
20 General Counsel's Exhibit 12, is another set of emails. It  
21 appears that, in this case, he also confirmed -- and this was  
22 on May 20th -- so sometime later, he confirmed the cases that  
23 Hilda transferred to you, right?

24 A Yes.

25 Q And when you and Ms. Estrada would exchanges cases, how

1 would that happen? I mean, would you go to her? Or would she  
2 come to you? Did it vary? What were the circumstances? And  
3 I'm not talking just this particular one, but just in general.

4 A Yeah. So in general, there're several colleagues who  
5 would offer me cases. I never offered my cases, I did it. But  
6 if anyone offered me a case I would usually take it.

7 Q Assuming you were available, of course.

8 A Exactly.

9 Q All right. I believe that's all the exhibits that I want  
10 to go through with you. I want to ask you some questions about  
11 some testimony you gave. I just need a little more detail.

12 You mentioned one situation in which Harron Saddiqi notified  
13 you that a case had been cancelled. You later found out  
14 through a conversation with Stephany Magana that she was doing  
15 a case for the same judge that you had originally been given a  
16 case for; is that right?

17 A Yes.

18 Q And when -- can you provide -- I don't think you gave any  
19 kind of time period on that. When do you recall that event  
20 happening?

21 A Yeah. I don't remember the exact time, but it was in the  
22 spring -- in the spring of 2016.

23 Q Okay. And, I want to make sure I understand how you drew  
24 the conclusion that the case that Stephany Magana was doing was  
25 the same one that you had originally been assigned.

1     A     Because I had already accepted that assignment and we know  
2     the day, the time and the judge, and when I spoke to Stephany,  
3     she had told she had done that case that morning with that  
4     judge that I had been assigned to and that case was cancelled.

5     Q     Okay.

6     A     Yeah.

7     Q     So when a case was cancelled how would Mr. Siddiqi notify  
8     you of that?

9     A     Through email.

10    Q     And I take it that the cancellation could happen a week in  
11    advance, a day in advance, an hour in advance, correct?

12    A     Yes.

13    Q     And, of course, if it happened within 24 hours you would  
14    be paid for that assignment, correct?

15    A     Yes.

16    Q     So I take it on this particular occasion, that we're  
17    talking about, the cancellation was not within 24 hours then?

18    A     Right.

19    Q     Okay. So it was further out than 24 hours?

20    A     Yes.

21    Q     Do judges, I mean, the immigration court judges, though,  
22    they don't -- on this occasion, the judge that you had a case  
23    that you were assigned for is it possible that he had multiple  
24    cases that morning?

25    A     I have no idea.

1 Q So you don't really know whether the case she did was the  
2 exact same case she had been assigned to?

3 A No. I have no way. But it was the session. I was  
4 referring to the morning session that I was scheduled to with  
5 that judge.

6 Q Okay.

7 A Yeah.

8 Q Did you speak to Mr. Siddiqi about that?

9 A No.

10 Q Why not?

11 A I just let it go.

12 Q All right. You testified also, I believe, that cases  
13 could be replaced with more difficult type cases, such as  
14 detainee cases. Did you ever work any detainee cases?

15 A Yes.

16 Q How frequently?

17 A Very frequently.

18 Q Did you -- what was the process if a case -- why would a  
19 case be replaced? What were the reasons that a case would be  
20 replaced?

21 MS. BRADLEY: Objection. Calls for speculation.

22 Q BY MR. ROBERTS: If you know, what were the reasons the  
23 case would be replaced?

24 JUDGE ROSAS: If you know.

25 THE WITNESS: I don't know the reason.

1 Q BY MR. ROBERTS: Were cases sometimes cancelled? You were  
2 notified that a case of yours had been cancelled and sometime  
3 thereafter, or shortly thereafter, Mr. Siddiqi gave you another  
4 case in place of it?

5 A Not always.

6 Q Did that happen from time to time?

7 A It happened from time to time.

8 Q All right. You testified that you were unable, sometimes,  
9 to take bathroom breaks. What was your understanding of the  
10 procedure if you needed to take a bathroom break. Who were you  
11 supposed to direct that request to?

12 A To the judge.

13 Q And you understood that it was the judge's decision  
14 whether or not to grant that right, correct?

15 A Yes.

16 Q SOSI had no control over whether the judge would give you  
17 a break or not, right?

18 A No.

19 Q Okay. With respect to disqualifications and situations  
20 where interpreters were disqualified; did you know whether it  
21 was the EOIR that was making those disqualifications as opposed  
22 to SOSI?

23 A No.

24 Q You just have no knowledge of who initiated the  
25 disqualification?

1 A I'm sorry. I regards to what timeframe?

2 Q The eight-month period that you were at SOSI.

3 A So at the beginning, I had no idea that -- that EOIR had  
4 that ability as well. I always thought it was SOSI.

5 Q Did you later come to learn that it was not SOSI, that it  
6 was EOIR?

7 A I learned that -- later, I did learn that EOIR had that  
8 ability, as well.

9 Q All right.

10 A You testified about some, some complaints that were filed  
11 against Maria Elena Walker. And I don't want to get into the  
12 details of the complaints, but isn't it true that Ms. Estrada,  
13 had certain personal issues with Ms. -- she, basically, had  
14 issues because she believed that Ms. Walker had had her  
15 disqualified?

16 MS. BRADLEY: Objection; calls for speculation.

17 Q BY MR. ROBERTS: Do you know?

18 A No.

19 JUDGE ROSAS: Hold on.

20 THE WITNESS: Sorry.

21 JUDGE ROSAS: Question is whether or not she knew that --  
22 and this is Hilda Estrada?

23 MR. ROBERTS: Hilda Estrada --

24 JUDGE ROSAS: Had complaints against Maria Elena Walker.  
25 If she knows.

1 MR. LOPEZ: Had personal issues, is what he said --

2 JUDGE ROSAS: What's that?

3 MR. LOPEZ: Had personal issues is what he said.

4 MR. ROBERTS: Well, whether, more specifically whether you  
5 knew that she had -- that Hilda believed that Ms. Walker had  
6 had her disqualified.

7 MS. BRADLEY: As to the state of Ms. Estrada's belief, I  
8 think, that calls for speculation.

9 JUDGE ROSAS: Okay. Rephrase.

10 Q BY MR. ROBERTS: Did you have an understanding as to  
11 whether Hilda Estrada had any personal issues with Ms. Walker?

12 A No. I did not.

13 Q Okay. The August 25th and 26th demonstrations in 2016  
14 that you testified about down that -- where did those take  
15 place?

16 A In front of the courthouse.

17 Q Which courthouse?

18 A The 606 Olive building.

19 Q Okay. And isn't it true that the signs that were being  
20 held up were all directed at the DOJ and EOIR, such as, shame  
21 on the DOJ, shame on EOIR. But there was no mention of SOSI?

22 A There was mention of SOSI.

23 Q You're saying there were signs that mentioned SOSI?

24 A Yes.

25 Q And what did those signs say?

1 A I don't remember. I don't remember, exactly, what the  
2 sign said.

3 Q Were there, in fact, signs though that said shame on EOIR,  
4 shame on DOJ?

5 A I recall something like that, yes.

6 Q You were asked a series of questions on direct of the  
7 natures, could you tell SOSI this or could you tell SOSI that,  
8 such as, that you didn't like a particular judge, or you liked  
9 a particular judge. You recall that series of questions?

10 A Yes.

11 Q And, I think, your answer on all of them was no, you could  
12 not. Did you ever try to tell SOSI any of those things?

13 A No. Actually, can I just -- I'm sorry -- can I just  
14 correct that?

15 Q Sure.

16 A There was an instance where because I was getting a lot of  
17 detainee docket cases day after day after day and I had spoke  
18 to Angel about it, and I asked, is there a rotation or what is  
19 happening with that? And he said, you know what, it's best  
20 just to leave it alone, if you got the case just do it.

21 Q Okay.

22 A So that -- we did have that conversation.

23 Q And that was with Angel?

24 A Angel Garay.

25 Q Who was one of your original group of three that



1 negotiated with SOSI over the independent contractor agreement,  
2 correct?

3 A Yes.

4 Q And he also performed interpreting? He was an interpreter  
5 in addition to whatever liaison duties he had?

6 A Yes.

7 Q Okay. I want to show you what I've marked for  
8 identification as Respondent's Exhibit 1. These are some  
9 documents that you produced in response to the subpoena. And I  
10 just want you to review them and verify that those are your  
11 records for 2015. They're, basically, 1099 forms and some  
12 other schedules. I've redacted any social security number or  
13 any payer ID numbers. And my only question is whether these  
14 are, in fact, your records for 2015?

15 A Yes.

16 MR. ROBERTS: I offer Respondent's Exhibit 1.

17 JUDGE ROSAS: Voir dire? Any objection?

18 MR. LOPEZ: No objection, Your Honor.

19 MS. BRADLEY: No objection, Your Honor.

20 JUDGE ROSAS: Respondent's 1 is received.

21 **(Respondent Exhibit Number 1 Received into Evidence)**

22 Q BY MR. ROBERTS: And one more document, Respondent's  
23 Exhibit 2, the same question with regard to 2016. Are these  
24 your tax records or, basically, your income forms for that  
25 year?

1 A Yes.

2 Q You said, "yes"; I believe?

3 A Yes.

4 Q Okay. And I do have one follow up question with regard to  
5 these. Were any -- these different agencies that are shown on  
6 here, were any of them, did you -- were any of them only -- did  
7 you work with any of them only after you left SOSI? In other  
8 words -- let me rephrase it -- were all of these other  
9 agencies, other than SOSI, on here, did you work with them at  
10 some time while you were also working with SOSI?

11 A I'm sorry, can you repeat the question?

12 Q Well, I'm trying to see if any of these on here, if you  
13 only started working for any of them after you left SOSI. Or  
14 whether all of them were ones you had worked with previously or  
15 while you were engaged with SOSI?

16 A Well, none of these agencies. No, I didn't -- I worked  
17 with these agencies while I worked at SOSI.

18 Q Okay. Thank you.

19 MR. ROBERTS: I offer Respondent's Exhibit 2.

20 MR. LOPEZ: No objection.

21 MS. BRADLEY: No objection.

22 JUDGE ROSAS: Respondent's 2 is received.

23 **(Respondent Exhibit Number 2 Received into Evidence)**

24 MR. ROBERTS: One second, Your Honor.

25 Q BY MR. ROBERTS: Just one or two more questions. And I

1     won't ask you to look at it. But, just in general, were there  
2     times when you were actually given an assignment, a morning  
3     session or an afternoon session, and it turned out that there  
4     were no Spanish cases that particular session?

5     A     Yes.

6     Q     And what would happen in those circumstances?

7     A     Well, if I went to the courtroom and there was no case,  
8     the judge, sometimes, would just say, we don't have a case and  
9     that's it; and sometimes they would sign on the bottom, saying,  
10    no interpreter needed.

11    Q     Okay. But in those cases, if you weren't given notice, 24  
12    hours in advance, you would still be paid for that session,  
13    correct?

14    A     Yes.

15    Q     Okay. Thank you.

16           MR. ROBERTS: That's all I have, Your Honor.

17           THE WITNESS: Also, we would have to go down to the court  
18    clerks and wait. They would have us wait about an hour to see  
19    if any other interpreter was needed.

20           MR. ROBERTS: Okay. All right thank you. No further  
21    questions.

22           JUDGE ROSAS: Redirect?

23                                   **REDIRECT EXAMINATION**

24    Q     BY MR. LOPEZ: Ms. Bejar -- Gutierrez -- Ms. Gutierrez--  
25    Bejar.

1 A That's fine.

2 Q Did you ever have a client before receiving any training  
3 at Southern California School of Interpreting?

4 A Yes.

5 Q Was that a client for interpreting?

6 A Yes.

7 Q And who was that client?

8 A That was Grass Root Global Justice.

9 Q What did you do there?

10 A I did -- I interpreted for them different meetings and  
11 trainings for their members.

12 Q And when -- when did you have that client?

13 A I had that client 2009, 2010.

14 Q And at that time had you received any training,  
15 whatsoever, in interpreting?

16 A No.

17 Q Okay. When did you start interpreting full time again?

18 A In 2012.

19 Q And who were you working for when you started interpreting  
20 full time?

21 A For Lionbridge.

22 Q Okay. And where -- where were you working for Lionbridge  
23 at?

24 A In the downtown buildings in Los Angeles.

25 Q And for what agency or what entity was that for?

- 1 A For EOIRs.
- 2 Q Okay. And when you started working for Lionbridge at  
3 EOIR, did you have your state certification yet?
- 4 A No.
- 5 Q And did Lionbridge require you to have a state  
6 certification?
- 7 A No.
- 8 Q What requirements did Lionbridge have at that time?
- 9 A They -- they required to pass an exam.
- 10 Q Did they require any other qualifications?
- 11 A And to have one year of court experience.
- 12 Q Did you have one year of court experience at that time?
- 13 A No.
- 14 Q At the time you started working for SOSI, did they require  
15 a state certification to interpret at EOIR?
- 16 A No.
- 17 Q When did you get your state certification?
- 18 A In February of 2013.
- 19 Q And had you already started working for SOSI at that time?
- 20 A No.
- 21 Q Did SOSI require a state certification?
- 22 A No.
- 23 Q Did you know interpreters at SOSI that did not have state  
24 certification?
- 25 A Yes.

1 Q Could you name some of them?

2 A Hilda Estrada, Diana Illaraza, Fernando Becerril, Maria  
3 Portillo, Patricia Rivadeneira. Uh -- yeah, many.

4 Q And were you required to have any specific training to  
5 start working for SOSI?

6 A No.

7 Q What was Mr. Garay's position, again?

8 A He was the SOSI liaison.

9 Q And could the SOSI liaison, Mr. Garay, could he change  
10 your assignment?

11 A Yes.

12 Q And under what circumstances -- has he ever changed your  
13 assignment?

14 A Yes.

15 Q Under what -- what happened when he changed your  
16 assignment?

17 A Well, I remember several times -- when I -- I normally  
18 would show up early and when an interpreter who had a case  
19 after mine was scheduled and they were running late, Angel  
20 would say, hey, can you take -- I'm sorry, the reverse. So if  
21 my case started later and their case started earlier, he would  
22 say, you know what, can you please take that earlier case and  
23 we'll switch the case with the other interpreter. And so I  
24 would then switch my case.

25 Q And that would be the case that you had already accepted

1 for Mr. Siddiqi?

2 A Yes.

3 Q And did Mr. Garay call anyone before changing your  
4 assignment?

5 A No.

6 Q And where does Mr. Garay work?

7 A He mainly works at the 606 Olive building.

8 Q So he's on-site there?

9 A Yes.

10 Q Could Lionbridge deduct your pay for being late?

11 A I don't remember.

12 Q Okay. Are there any other -- did any contract for any of  
13 the other interpreting agencies that you've worked for contain  
14 a provision where they could deduct your pay?

15 A No.

16 Q And who are you currently working for?

17 A I work currently for the Superior Court of San Bernardino  
18 County.

19 Q And are you an employee there?

20 A Yes.

21 Q All right. Does anyone supervise or tell you how to  
22 interpret while you are -- while you are interpreting there?

23 A No.

24 Q Is there anyone in the courtroom that works for the  
25 courthouse that is supervising your ability to interpret?

1 A No.

2 Q Is state certification required to work as an interpreter  
3 at the San Bernardino Super -- Superior Court?

4 A Yes.

5 Q When you would finish a session at SOSI or at EOIR early,  
6 could you get another client?

7 A No.

8 Q And why not?

9 A Because, at that point, it was already too late to get any  
10 other job or any other assignment, excuse me.

11 Q Could you anticipate that that would -- that you would  
12 have time to get another client?

13 A No.

14 Q And after you were done with the assignment that you had  
15 accepted from SOSI, could you just leave?

16 A No.

17 Q What did you have to do?

18 A I had to go down to the Clerk's window and see if anymore  
19 interpreter cases were -- were there to need -- for an  
20 interpreter or wait to get released.

21 Q And had that ever happened at any other interpreting  
22 agency you've worked for?

23 A No.

24 Q For any other --

25 A Oh --



1 Q -- interpreting --

2 A -- excuse me. Lionbridge, yeah.

3 Q For any other interpreting agency you worked for except  
4 Lionbridge and SOSI?

5 A No.

6 Q And for those other agencies, that were not Lionbridge or  
7 SOSI, what would you do once you completed an assignment?

8 A I was done and I went home.

9 Q I'd like you to go to GC Exhibit 5, over to the last tab  
10 that is the SOSI Code of Business Ethics and Conduct.

11 A The last tab. Okay.

12 Q See it? Okay. If we can go to page 3 there and go to the  
13 second paragraph under "overview" on page 3.

14 A Yes.

15 Q So that says the Code applies to all SOSI employees and  
16 independent consultants worldwide. So what is your  
17 understanding --

18 MR. ROBERTS: Objection

19 MR. LOPEZ: -- of that clause?

20 MR. ROBERTS: This is beyond the scope of direct -- cross.

21 JUDGE ROSAS: You're asking her --

22 MR. LOPEZ: Your Honor, this is GC Exhibit 5. Mr. Roberts  
23 cross examined her about GC Exhibit 5. GC Exhibit 5 is not  
24 just the exhibits that he mentioned.

25 MR. ROBERTS: I didn't cross examine her about the Code of

1 Business Ethics.

2 JUDGE ROSAS: Yeah, but the question -- repeat the  
3 question.

4 MR. LOPEZ: What is your understanding of the clause in  
5 the second paragraph of "overview" in page 3.

6 JUDGE ROSAS: That's vague. Rephrase. If you want to  
7 lead -- if you want to lead, you know, it's stated in the  
8 document. Ask her what you're trying to elicit.

9 Q BY MR. LOPEZ: Who does this Code of Ethics apply to?

10 A To me.

11 Q And how do you know that?

12 A Because I'm bas- -- I'm a SOSI employee.

13 Q Okay. And in case you weren't, who else does this apply  
14 to?

15 A Independent consultants worldwide.

16 Q Okay. Turn to page 5, please. Would you please read that  
17 "consequences of violations."

18 JUDGE ROSAS: Read it to yourself.

19 Q BY MR. LOPEZ: To yourself.

20 A All right.

21 Q Under that section, what can SOSI do to you?

22 MR. ROBERTS: Objection. He's just asking her to repeat  
23 what's in the document.

24 JUDGE ROSAS: Why don't you lead? Go ahead, ask her what  
25 you want to ask her.

1 Q BY MR. LOPEZ: Had any other interpreting agency under  
2 which you were an independent contractor had a clause in which  
3 they could take disciplinary action against you?

4 A No.

5 Q Go to page 8. Can you please read the section, to  
6 yourself, called "avoidance of personal conflict of interest."

7 A Okay. Yeah.

8 Q Okay. Had any other interpreting agency under which you  
9 were an independent contractor included clauses in their  
10 contracts that prohibit work for -- any outside work for any  
11 customer, competitor or supplier of them?

12 A No.

13 Q What about moonlighting without permission?

14 A No.

15 Q What about owning or directing or having a significant  
16 financial interest in another competitor or customer --

17 A No.

18 Q -- or supplier?

19 A Oh, excuse me. No.

20 Q Can we go over to Exhibit 10. All right. In the  
21 conversation here, had you already completed the assignment  
22 that Hilda had given you?

23 A Yes.

24 Q And had you submitted a COI yet?

25 A Yes.

1 Q And is it your understanding that SOSI could deny payment  
2 after you completed an assignment?

3 A Yes.

4 Q They could deny payment?

5 A Oh, they could after -- no, they could not. Excuse me.

6 Q So in this instance Haroon was only approving what had  
7 already happened.

8 A That's correct.

9 Q And had that happened on purpose?

10 A No.

11 Q Going back to Ms. Maria Elena Walker. Did other  
12 interpreters have issues with Ms. Elena Maria (sic) Walker?

13 MR. ROBERTS: Objection. She said she didn't know what  
14 Hilda Estrada's was and I don't think --

15 MR. LOPEZ: Any interpreters other than Hilda Estrada have  
16 issues --

17 MR. ROBERTS: I didn't ask about whether other --

18 JUDGE ROSAS: Well --

19 MR. LOPEZ: -- with Ms. Elena (sic) Walker?

20 MR. ROBERTS: And that's beyond the scope.

21 JUDGE ROSAS: Why don't you ask her about specific ones if  
22 you know and if they're going to testify to corroborate if you  
23 have a good-faith belief.

24 MR. LOPEZ: I'll move on, Your Honor.

25 JUDGE ROSAS: Okay.

1 Q BY MR. LOPEZ: All right. Can you go to Respondent's  
2 Exhibit 2. When did you start working for SOSI?

3 A In January of 2016.

4 Q So what is Respondent's Exhibit 2?

5 A These are my 1099s from the agencies that I worked for.

6 Q And this if for the entirety of 2016?

7 A Yes.

8 Q Okay.

9 A Actually -- I'm sorry. There's one missing.

10 Q Okay.

11 A Or not 1099s. You're right. I -- my -- the San  
12 Bernardino County one isn't in here.

13 Q Oh, okay.

14 A Yeah.

15 Q Can you turn over to page 3. What is the amount that you  
16 made from SOSI that year?

17 A \$18,127.25.

18 Q And turn over to page 5. What are the gross receipts that  
19 you made that -- or the gross amount that you made that -- this  
20 year, 2016?

21 A Forty -- 44,821.

22 Q Okay. How many interpreting agencies did you submit 1099s  
23 for?

24 A Seven. Yeah, seven.

25 Q And how -- what percentage of the -- your total income

1      that year did SOSI make up?

2 MR. ROBERTS: Objection. That's just a mathematical  
3 calculation.

4 JUDGE ROSAS: He'll -- you'll -- you'll let me know on  
5 briefing what it is.

6 MR. LOPEZ: Okay.

7 JUDGE ROSAS: Or do you need that to move on at this  
8 point?

9 MR. LOPEZ: Did -- I'll rephrase.

10 JUDGE ROSAS: Okay.

11 Q BY MR. LOPEZ: Did SOSI make up about half of your income  
12 that year?

13 MR. ROBERTS: Objection. That's not half.

14 JUDGE ROSAS: Maybe a little less.

15 THE WITNESS: Yes.

16 Q BY MR. LOPEZ: And how many other agencies would make up  
17 the rest?

18      A      That would be six.

19 MR. LOPEZ: I have no further questions, Your Honor.

20 JUDGE ROSAS: Charging Party.

21 REDIRECT EXAMINATION

22 Q BY MS. BRADLEY: Ms. Gutierrez-Bejar, you said that you  
23 are currently employed at San Bernardino County Superior Court,  
24 correct?

25           A       Yes.

1 Q And do you receive your case assignments in advance at the  
2 Superior Court?

3 A The -- yes, the week before.

4 Q And are case assignments ever cancelled in the Superior  
5 Court?

6 A Yes. Yeah.

7 Q And are you aware of any Code of Ethics or Code of  
8 Professional Responsibility that applies to your work at the  
9 San Bernardino County Superior Court?

10 A Yes.

11 Q If I could direct your attention, please, to General  
12 Counsel's Exhibit 8 and if you could please turn to the second  
13 page of GC's Exhibit 8. And you testified earlier that the  
14 second page of GC's Exhibit 8 represented a case that started  
15 at 1:00 and ended at 1:40 p.m.; is that correct?

16 A Yes.

17 Q Okay. And at the time that you would have received the  
18 assignment for this case, would you be aware of the start time?

19 A I'm sorry. Can you repeat the question.

20 Q Sure.

21 A Sorry.

22 Q At the time when you would receive an assignment, would  
23 you be aware of the start time?

24 A Yes.

25 Q Okay. And how would you be aware of that?

1 A Haroon would provide that information in the email.

2 Q Okay. And would you be aware of the end time for that  
3 assignment?

4 A No.

5 Q And you testified earlier that you were required to report  
6 to the Clerk's office for a potential reassignment once you  
7 completed a case, correct?

8 A Yes.

9 Q And before you reported to the Clerk, would you have any  
10 awareness or knowledge of whether there were additional cases  
11 needing interpreters that session?

12 A No.

13 Q Okay.

14 MS. BRADLEY: No further questions.

15 JUDGE ROSAS: Any recross?

16 MR. ROBERTS: No, Your Honor.

17 JUDGE ROSAS: Okay. I just have a couple.

18 You mentioned the difficulty of detainee cases?

19 THE WITNESS: Yes.

20 JUDGE ROSAS: What's -- what's the difficulty?

21 THE WITNESS: The difficulty is -- well, first, it's the  
22 TeleVideo so you have to do it through a video and through the  
23 phone so that the technical aspect is challenging to begin  
24 with. But also the case, itself, a lot of those are asylum  
25 cases, persecution; a lot of those people have been in



1 political warfare or, you know, they've been persecuted by the  
2 government for their gender, their sexuality. So there's a lot  
3 of emotion and a lot of terminology that comes up about their  
4 history. So you really have to know a lot about Latin America  
5 and the history that has happened there in order to feel  
6 comfortable and be able to do those cases because anything can  
7 really come up.

8 JUDGE ROSAS: So when you refer to the emotion, you're  
9 referring to the -- the complications of the testimony, itself,  
10 or the emotions that are drawn out by the interpreter?

11 THE WITNESS: Well, it's both. It's both because they're  
12 -- the cases sometimes are very severe and so because it does  
13 get emotional, you know, you have some residual effects there,  
14 as well. But the terminology, as well, it could be very  
15 difficult.

16 JUDGE ROSAS: Okay. You referred to additional or  
17 advanced courses that you took when you went to the School of  
18 Interpreting (sic). Were those required as part of your job  
19 qualification?

20 THE WITNESS: Uh -- for which job?

21 JUDGE ROSAS: For the certification.

22 THE WITNESS: No, they're not required.

23 JUDGE ROSAS: Okay. So these were just additional courses  
24 that you took.

25 THE WITNESS: Yes.

1 JUDGE ROSAS: You testified that the ability to speak  
2 Spanish does not qualify you to interpret in court-- that alone  
3 does not qualify you, right?

4 THE WITNESS: Right.

5 JUDGE ROSAS: Okay. Have you ever had the experience of  
6 observing the absence or lack of an interpreter for any  
7 particular foreign language that's appeared in the Immigration  
8 Court other than Spanish, obviously, where relatives or friends  
9 or someone else had to step up and act as an interpreter?

10 THE WITNESS: At Immigration Court?

11 JUDGE ROSAS: Uh-huh.

12 THE WITNESS: I didn't see that at Immigration Court, no.

13 JUDGE ROSAS: Okay. And that's during the period of time  
14 that you were working for SOSI and at Lionbridge.

15 THE WITNESS: Yes.

16 JUDGE ROSAS: That was not the only type of case that you  
17 interpreted then, right? That was the only -- that was not the  
18 only forum that you interpreted in, correct?

19 THE WITNESS: I'm sorry --

20 JUDGE ROSAS: You interpreted --

21 THE WITNESS: -- in the courtroom?

22 JUDGE ROSAS: You interpreted at depositions?

23 THE WITNESS: Oh, yes.

24 JUDGE ROSAS: At the same time?

25 THE WITNESS: That I worked for SOSI, yes.

1 JUDGE ROSAS: What other forums did you interpret in?

2 THE WITNESS: I did depositions; I did medical  
3 appointments; I did city meetings; I did IEPs -- educational,  
4 the individual educational plans; I did workers' compensation  
5 hearings. What else? Yeah, that's basically --

6 JUDGE ROSAS: And --

7 THE WITNESS: That's basically it.

8 JUDGE ROSAS: And during -- well, okay, I'm going to  
9 strike that. Okay. That's all I have.

10 Any follow-up?

11 MR. ROBERTS: Nothing from Respondent.

12 JUDGE ROSAS: Okay. Thank you, ma'am. You're excused.  
13 Do not discuss your testimony with anyone until you are advised  
14 otherwise by counsel. Okay?

15 THE WITNESS: Okay. Thank you.

16 JUDGE ROSAS: All right. Let's take a five-minute recess.  
17 (Off the record at 9:54 a.m.)

18 JUDGE ROSAS: Okay. Let's go on the record.

19 Next witness.

20 MS. HADDAD: Your Honor, General Counsel calls Maria  
21 Portillo.

22 JUDGE ROSAS: Please raise your right hand.  
23 Whereupon,

24 **MARIA PORTILLO**

25 having been duly sworn, was called as a witness herein and was

1 examined and testified as follows:

2 JUDGE ROSAS: All right. Please have a seat.

3 State and spell your name and provide us with an address.

4 THE WITNESS: Maria Portillo, M-A-R-I-A. Portillo is P-O-  
5 R-T-I-L-L-O. Address is 4250 York Boulevard, Los Angeles,  
6 California 90065.

7 JUDGE ROSAS: Okay.

8 **DIRECT EXAMINATION**

9 Q BY MS. HADDAD: Ms. Portillo, have you ever worked as an  
10 interpreter at the Executive Office of Immigration Review?

11 A Yes.

12 Q When did you start performing interpretation services at  
13 EOIR?

14 A January 2005.

15 Q Who did you work for when you started performing  
16 interpretation services at EOIR?

17 A Lionbridge.

18 Q And what languages do you interpret?

19 A Spanish.

20 Q Were you employed by -- and did you work for any other  
21 company at EOIR?

22 A No. I believe it was called Lionbridge Bound Global.

23 Q Okay. After you worked for Lionbridge, did you work for  
24 another company at EOIR?

25 A Yes.

- 1 Q And what was that company?
- 2 A SOSI.
- 3 Q When were you employed by SOSI?
- 4 A I signed my contract October 31st, 2015.
- 5 Q And when -- when did you stop working for SOSI?
- 6 A Excuse -- can you repeat the question.
- 7 Q Oh, yes. When did you stop working for SOSI?
- 8 A August 23rd, 2016.
- 9 Q When you worked for Lionbridge, did your contract expire
- 10 each year?
- 11 A I don't recall.
- 12 Q Do you -- were you -- when you started working for the
- 13 EOIR -- scratch that. Did you go to the Southern California
- 14 School of Interpreting?
- 15 A Yes.
- 16 Q Was that required for you to work at EOIR?
- 17 A Oh, no.
- 18 Q What qualifications do you have to perform interpretation
- 19 services?
- 20 A I've been interpreting for over 29 years -- 28, 29 years.
- 21 Q How did you --
- 22 A Plus I went to school.
- 23 Q And what was your degree in when you went to school?
- 24 A They give you a certification for court interpreter.
- 25 Q Is this the same thing as a state certification?

1 A No.

2 Q When you -- when SOSI took over, were you -- when you  
3 started working for SOSI, after finishing working for  
4 Lionbridge, were you required to get any new qualifications?

5 A No.

6 Q And when you worked for SOSI, what EOIR courts did you  
7 regularly work at?

8 A At 606 South Olive. Sometimes I was assigned to 300 North  
9 Los Angeles.

10 Q Are these both -- are these both located in downtown Los  
11 Angeles?

12 A Correct.

13 Q How did you first hear about SOSI?

14 A Through rumors in the courthouse.

15 Q Do you remember approximately when this was?

16 A I believe it was mid-August.

17 Q Of what year?

18 A 2015.

19 Q And what were the rumors about, just briefly?

20 A The judges had just got back from their annual judges'  
21 conference and they mentioned that Lionbridge had lost the  
22 contract.

23 Q Okay. Did you negotiate the terms of your contract with  
24 SOSI?

25 A Yes.

1 Q Did you work with other interpreters in negotiating your  
2 contract with SOSI?

3 A Yes.

4 Q Can you name some of those interpreters?

5 A We had two leaders -- three leaders -- Angel Garay, Hilda  
6 Estrada and Diana Illaraza but we were several interpreters.

7 Q Approximately how many interpreters were you?

8 A If -- are you only asking for Spanish?

9 Q How about, how many interpreters at the downtown -- based  
10 primarily at the downtown local EOIR Court were you in touch  
11 with?

12 A Somewhere between 30 to 50.

13 Q And how did interpreters come to meet each other or get to  
14 know each other?

15 A When we started hearing the rumors, we started asking each  
16 other, you know, what we were going to do, what was going on,  
17 why weren't we just continuing our contract like we always did.

18 Q And how did you know these other interpreters?

19 A When we work at 606 we need to go to the 15th floor and  
20 get our COIs punched with the date and time. And that's where  
21 we meet.

22 Q And do you see -- do you see many of these interpreters  
23 that you negotiated with regularly when you were working --

24 A Most of them, yes.

25 Q When you were working at the EOIR Courts.

1 A Yes.

2 Q You mentioned that there were 20 to 30 interpreters that  
3 were downtown who were based at the EOIR Courts downtown who  
4 were involved in negotiations. Did interpreters have an  
5 office?

6 A No. A small group of Spanish interpreters, we rented --  
7 it's an office but we used it as a launch because we had  
8 nowhere to leave our coats or our food or anything.

9 Q Is this office located downtown?

10 A Across the street.

11 Q Across the street from where?

12 A From 606 South Olive.

13 Q Was this office used for any official interpreter business  
14 or interpreting?

15 A No.

16 Q So is -- did you use this office as part of your  
17 negotiations with SOSI?

18 A That's where we started having our conference call with  
19 Martin Valencia.

20 Q How did you get in contact with other interpreters who  
21 weren't located downtown?

22 A I don't recall. I believe that we had a lot of phone  
23 calls, texts, emails.

24 Q Did you use a group, a messaging text service on your  
25 phone called WhatsApp?



1 A Correct.

2 Q And how many -- how many interpreters were on this  
3 WhatsApp group in Fall of 2015, approximately, if you know?

4 A In Fall of 20-- because it was --

5 Q You think over --

6 A -- Chicago, Texas, Miami, New York. It was everywhere.

7 Q Do you think it was over 50?

8 A Oh, yes.

9 Q Do you think it was over 100?

10 A Probably, yes.

11 Q Okay. You mentioned Martin Valencia. Who is he?

12 A He's the program manager for SOSI.

13 Q And who from SOSI negotiated with the interpreters? Was  
14 it him?

15 A It was him and when we had our conference call with Mr.  
16 Valencia, there was four other people from SOSI on the line.  
17 Only two would talk and the rest would just present themselves  
18 but they would stay quiet. They just listened as we also did.

19 Q And who was the -- who was the other person who talked,  
20 who spoke, if you remember?

21 A Claudia Thornton.

22 Q Okay. What was your role in organizing other interpreters  
23 or coming up with the terms that you wanted?

24 A We -- I would help my leaders, making phone calls to other  
25 interpreters; if we needed to look up anything on the website;

1 if we were sending emails, we would get together, agree; we'd  
2 meet other interpreters. Sometimes they were busy with the  
3 call. I would, you know, meet other interpreters, say let's  
4 meet at Pershing Square. I would go and speak to them.

5 Q Did interpreters and SOSI come to an agreement over a  
6 contract?

7 A Yes.

8 Q Do you remember approximately when this agreement -- you  
9 came to this agreement?

10 A Maybe at the end of October.

11 Q Of what year?

12 A 2015.

13 Q What -- what rates were agreed to?

14 A We agreed on sessions. We had 225 the first session and  
15 200 the second session.

16 Q Were these known as half-day full-day rates?

17 A They were also known as half-day full-day rates, yes.

18 Q Had SOSI, initially, offered to pay half-day full-day  
19 rates, do you know?

20 A No, they wanted to pay hourly.

21 Q And these rates, were these travel rates or local-based  
22 rates?

23 A Local.

24 Q So what rates were -- what rates, if any, were negotiated  
25 for traveling?

1 A I believe it's not in writing. At the end, they just put  
2 in a document the local rates. They were still negotiating  
3 travel rates, but they were complying with the travel rates.

4 Q What travel rates?

5 A It was 425 here local. I believe it was 550 to go to  
6 Adelanto or San Francisco.

7 Q But this wasn't in writing?

8 A No, but they were respecting it. 650 if you needed to go  
9 to Calexico or mid-east -- east, and 750 to go to west coast.

10 Q You mentioned Adelanto, is that further away from downtown  
11 Los Angeles?

12 A Yes, it is.

13 Q Approximately how long, do you know?

14 A I do, but I don't recall, but I know it's like next to --  
15 towards Victorville approximately the same --

16 Q Okay.

17 A -- length from here to Victorville.

18 Q This contract that you were a part of for the  
19 negotiations, who did it apply to or which interpreters?

20 A California.

21 Q So does that include San Francisco?

22 A Yes.

23 Q Okay. I'd like to refer you to what's been marked as GC  
24 Exhibit 43. It's actually the one that's right on top of  
25 the -- so all of your exhibits are in a row -- are in order

1       there. Do you recognize this?

2       A       Yes.

3       Q       Is this the contract that you signed?

4       A       Yes.

5       Q       I'd like to -- please turn to page 4. Is that your  
6       signature?

7       A       Yes, it is.

8       Q       And what date is next to your signature?

9       A       October 31st, 2015.

10      Q       Is this the final executed contract you signed with SOSI?

11      A       Yes.

12      Q       Did it come with attached exhibits?

13      A       Yes.

14      Q       When was your contract supposed to expire?

15      A       August 31st, 2016.

16      Q       Did anyone from SOSI say why it was expiring less than a  
17      year after you had signed it?

18      A       We did mention that to Mr. Valencia. The problem was that  
19      when SOSI was going to take over at EOIR, they weren't ready.  
20      So they -- EOIR asked Lionbridge if they could cover one more  
21      month.

22      Q       So did he say why your contract was going to be less than  
23      a year?

24      A       He said it would be, I think it's nine months. And he  
25      mentioned that when they were renewed, they need to have a

1 review every year. And then it would continue our contract the  
2 same way as EOIR would continue theirs.

3 Q So did you expect that you would keep working for SOSI  
4 after your contract expired?

5 A Definitely.

6 MS. HADDAD: Your Honor, at this time I'd like to move to  
7 admit GC Exhibit 43 into evidence.

8 MR. ROBERTS: No objection.

9 JUDGE ROSAS: General Counsel's Exhibit 43 is received.  
10 You can just flip them over to me.

11 **(General Counsel Exhibit Number 43 Received into Evidence)**

12 Q BY MS. HADDAD: I'd like you to look at GC-44. Did you  
13 also sign this document?

14 A Yes.

15 Q Is that your signature at the bottom?

16 A Yes, it is.

17 Q Is that the date that you signed it?

18 A Yes.

19 MS. HADDAD: Your Honor --

20 Q BY MS. HADDAD: Is this one of the exhibits to the  
21 contract?

22 A Yes.

23 MS. HADDAD: Your Honor, at this time move to admit 44.

24 MR. ROBERTS: No objection.

25 JUDGE ROSAS: 44 is received.

1       **(General Counsel Exhibit Number 44 Received into Evidence)**

2       Q     BY MS. HADDAD: I'd like you to refer to GC-45, it should  
3       be the next one right on top?

4       A     Yes.

5       Q     Thanks. Do you recognize this document?

6       A     Yes.

7       Q     I'd like you to turn to the last page?

8       A     Yes.

9       Q     Did you sign this document?

10      A     Yes, I did.

11      Q     Did you date this document?

12      A     Yes. Would you give me a moment?

13      Q     Oh, yeah, did the staple come out?

14      A     No, I think I just grabbed two.

15      Q     Oh, I think you did. I think --

16      A     Thank you.

17      Q     Is that your signature?

18      A     Yes.

19      Q     And is that the date that you signed it?

20      A     Yes.

21           MS. HADDAD: Your Honor, I move to admit GC Exhibit 45.

22           MR. ROBERTS: No objection.

23           JUDGE ROSAS: 45 is received.

24       **(General Counsel Exhibit Number 45 Received into Evidence)**

25      Q     BY MS. HADDAD: Did you submit GC-45, the business code of

1 ethics, did you submit that to SOSI?

2 A Yes.

3 Q Did SOSI ever tell you that this business code of ethics,  
4 the GC-45, did they ever tell you that it was revoked or that  
5 it no longer applied?

6 A No, this is the first time I'm hearing about.

7 Q I would like to refer you to what has been marked as GC  
8 46. Take a look at this email?

9 A Yes.

10 Q Do you recognize this email?

11 A Yes.

12 Q Did SOSI send you this email?

13 A Yes.

14 Q What -- basically, what is this email asking for?

15 A It's asking me for me to submit some documents.

16 Q Does -- do these documents include the SOSI code of  
17 business ethics signed?

18 A Yes.

19 Q What's the date of the email?

20 A May 17, 2016.

21 Q Thanks.

22 MS. HADDAD: Your Honor, I move to admit GC-46.

23 MR. ROBERTS: No objection.

24 JUDGE ROSAS: 46 is received.

25 **(General Counsel Exhibit Number 46 Received into Evidence)**

1 Q BY MS. HADDAD: I'd like you to read GC-47? What date was  
2 this email sent?

3 A June 21st, 2016.

4 Q Was this sent to you?

5 A Yes.

6 Q From SOSI?

7 A Yes.

8 Q And what is -- briefly, what's this email asking for?

9 A For me to complete some documents.

10 Q On page 2, does this include, as an attachment, the SOSI  
11 code of ethics and business conduct?

12 A Yes.

13 Q Thank you.

14 MS. HADDAD: Your Honor, move to admit GC-47.

15 MR. ROBERTS: No objection.

16 JUDGE ROSAS: 47 is received.

17 **(General Counsel Exhibit Number 47 Received into Evidence)**

18 Q BY MS. HADDAD: I'd like to show you what has been marked  
19 as GC-48. It should be the next document in that stack. Do  
20 you recognize this?

21 A Yes.

22 Q Did you sign this?

23 A Yes.

24 Q And did you date it?

25 A Yes.



1 Q The date, was this the same day that you started working  
2 for SOSI?

3 A Yes.

4 Q How did you receive this, if you recall?

5 A Probably when we were doing the contract because I printed  
6 a lot of documents. There was just so many of them.

7 Q Well, this is dated November 20th, 2015. Do you remember  
8 if SOSI gave you the ability to negotiate about this or invited  
9 you to change any of these terms?

10 A Right here we already have our sessions in which we had  
11 already agreed on.

12 Q So anything else in this document, were you invited to  
13 edit it or negotiate it in any way?

14 A No.

15 Q Okay.

16 MS. HADDAD: Your Honor, at this time, I move to admit GC  
17 48.

18 MR. ROBERTS: No objection.

19 JUDGE ROSAS: General Counsel's 48 is received.

20 **(General Counsel Exhibit Number 48 Received into Evidence)**

21 JUDGE ROSAS: Do you have a copy?

22 MS. HADDAD: Oh.

23 JUDGE ROSAS: I have two 50s here.

24 MS. HADDAD: You have -- oh --

25 JUDGE ROSAS: No 48.

1 MS. HADDAD: -- I'm sorry. I think it's possible that we  
2 just overlooked it.

3 JUDGE ROSAS: Do you have?

4 MS. HADDAD: I don't, but I'll make another one.

5 JUDGE ROSAS: Okay.

6 MS. HADDAD: I don't need one at this time.

7 JUDGE ROSAS: All right. 48 is received.

8 MS. HADDAD: Oh, Your Honor, you said -- may I approach?  
9 You said I had given you two 50s. Can I just -- thank you.  
10 All right.

11 Q BY MS. HADDAD: In general, do you have a business entity  
12 under which you perform interpretation services?

13 A No.

14 Q Do you have a DBA, a doing business as?

15 A No.

16 Q Are you registered anywhere as an LLC?

17 A No.

18 Q Have you ever used a different name or made up a business  
19 name?

20 A Yes.

21 Q And what did you do that for?

22 A I believe it was when I changed a Costco card --

23 Q And what did you --

24 A -- membership.

25 Q -- put as your business name?

1 A I believe I put Portillo's Interpretation Services.

2 Q Have you ever done business under Maria's -- or excuse me,  
3 Portillo's Interpretation Services?

4 A No.

5 Q Have you ever worked for any job under Portillo's  
6 Interpretation Services?

7 A No.

8 Q When you worked for Lionbridge, did you work for other  
9 entities? Did you freelance?

10 A Yes, I did. Very little, but I did.

11 Q When you worked for SOSI, did you freelance for anyone?

12 A No.

13 Q So was it safe to say that -- was SOSI your primary job?

14 A Definitely.

15 Q Did you ever communicate this to SOSI that it was your  
16 priority and preference?

17 A To my coordinators who were the persons that I would speak  
18 to.

19 Q And how would you communicate that SOSI was your  
20 preference?

21 A Maybe in a conversation.

22 Q What availability would you give each week for the -- on  
23 average?

24 A We gave our availability on a monthly basis.

25 Q Well, what would you say was your availability, if you

1 recall?

2 A Yes, I was available Monday, Tuesday all day; Wednesday I  
3 would say Wednesday morning only. Normally because we only  
4 have two or three judges working the afternoon, and I prefer to  
5 put my doctor's appointments or anything I needed to do.

6 Q Okay.

7 A Thursday and Friday I was available full day.

8 Q So approximately how many days a week did you work for  
9 SOSI?

10 A Four and a half; sometimes I worked five days.

11 Q While working for SOSI at the EOIR Courts, were you  
12 allowed to solicit business?

13 A No.

14 Q Why, do you know?

15 A We weren't even allowed to speak to the attorneys.

16 Q Were you told this by someone?

17 A Yes, we were told that we couldn't speak to the attorneys  
18 or respondents, anyone.

19 Q Who told you this, do you recall?

20 A I don't remember.

21 Q Was it someone from SOSI?

22 A I believe so.

23 Q Did you also know this from Lionbridge?

24 A Yes.

25 Q Did you have your own business card?

1 A Yes.

2 Q Was this -- did it say that you worked for SOSI on it?

3 A No, not my business card.

4 Q Were you allowed to distribute your business card at the  
5 EOIR?

6 A On, no. You know who was on top of us of not speaking to  
7 anyone, our liaison.

8 Q And is this Angel Garay?

9 A Yes.

10 Q Angel Garay, sorry?

11 A Garay. We would be disqualified.

12 Q We've already had some testimony on what a COI is with  
13 everyone's permission, I'll skip the details on what it is.  
14 But just to ask did you receive a package of COIs from your  
15 coordinator?

16 A Yes.

17 Q Okay. Were you supposed to have a COI for every single  
18 case you worked for one judge?

19 A No, it was per session.

20 Q And so regardless of the number of cases you worked, would  
21 you be paid the same?

22 A Yes, unless you had a relay case, it would be different.

23 Q I'd like to refer you to what's been marked as GC Exhibit  
24 49. Are these your COIs that you had completed while working  
25 for SOSI? I know there's a lot, just flip through them?

1 A Yes.

2 Q And where does the A number go or the case number go?

3 A The A number is the file number.

4 Q Okay. So then the CO9I (sic) that's listed at the top,  
5 what is that?

6 A The COI number?

7 Q Yes?

8 A That's the number that they go by like for payments.

9 Q Is that SOSI's number?

10 A That's the number I was given by SOSI.

11 Q Okay.

12 MS. HADDAD: Your Honor, move to admit GC Exhibit 49.

13 MR. ROBERTS: No objection.

14 JUDGE ROSAS: 49 is received with the proviso that before  
15 the record closes, we need to have the internal pages numbered.

16 **(General Counsel Exhibit Number 49 Received into Evidence)**

17 MS. HADDAD: It'll just be numbering that we create.

18 JUDGE ROSAS: Just 1, 2, 3, 4, et cetera.

19 MS. HADDAD: Okay.

20 JUDGE ROSAS: So for purposes of briefing, you know --

21 MS. HADDAD: Okay.

22 JUDGE ROSAS: -- there won't be any confusion.

23 MS. HADDAD: Okay.

24 Q BY MS. HADDAD: Did you submit your COIs to SOSI?

25 A Yes.

1 Q How soon after submitting your COI form to SOSI were you  
2 supposed to get paid?

3 A Thirty days.

4 Q And who told you you'd get paid at that time?

5 A We were told by Mr. Valencia when we were negotiating.  
6 And it stated, I believe it was the 30 days. On some document  
7 that we had it stated 30 days.

8 Q So after you finish a case and you leave with your COI,  
9 how long would you usually wait before you submitted to SOSI?

10 A Sometimes I would submit it the same day. Sometimes I  
11 would wait -- they wanted us to wait until Friday. At first I  
12 was submitting them on a daily basis. And then they wanted us  
13 to submit them until Friday.

14 Q When SOSI first took over the contract, were you paid on  
15 time?

16 A No, --

17 Q What -- if --

18 A -- and it was chaos.

19 Q -- did you complain to SOSI about this?

20 A Yes, I was given a number from Daniel Hummel or something  
21 like that.

22 Q Does he work for SOSI?

23 A Yes.

24 Q I'd actually like to refer you to GC Exhibit 50. What is  
25 this?

1 A This is an email.

2 Q Did you send this email?

3 A Yes, I was referred this -- to this person by one of my  
4 colleagues.

5 Q Is this an email exchange with Daniel Hummel?

6 A Correct.

7 Q And what did this email exchange concern?

8 A About payment.

9 Q Was this about not being paid on time?

10 A Correct.

11 MS. HADDAD: Your Honor, at this time I'd move to admit GC  
12 50.

13 MR. ROBERTS: No objection.

14 JUDGE ROSAS: 50's received.

15 **(General Counsel Exhibit Number 50 Received into Evidence)**

16 Q BY MS. HADDAD: After -- was this the only time that SOSI  
17 did not pay you on time?

18 A No, it happened several times.

19 Q Oh, I neglected to mention, what's the date on the top of  
20 the email the -- of your final -- of your first email to Mr.  
21 Hummel?

22 A January 8th, 2016.

23 Q I'd like to refer you to GC Exhibit 51. I might have  
24 given you two copies of GC Exhibit 50 --

25 A Okay.



1 Q -- so you can move that over. What are these documents,  
2 briefly?

3 A Some of my paystubs.

4 Q Were these given to you by SOSI?

5 A Yes, I requested them because they weren't sending them.

6 Q They weren't? On the top right-hand corner where it says  
7 "non-negotiable"; do you know what that means?

8 A No.

9 Q And do these indicate that your payments were occasionally  
10 late from SOSI?

11 A Occasionally, yes.

12 Q Who made these notes on this top page?

13 A These are my personal notes.

14 Q And did you complain to SOSI about your payments being  
15 late again?

16 A Yes.

17 MS. HADDAD: Your Honor, move to admit GC-51.

18 MR. ROBERTS: No objection.

19 JUDGE ROSAS: 51's admitted.

20 **(General Counsel Exhibit Number 51 Received into Evidence)**

21 Q BY MS. HADDAD: All right. And then just briefly, if you  
22 can look at GC Exhibit 52, are these one of the complaints to  
23 SOSI that you referenced?

24 A Yes, I had several.

25 Q And are these -- who are these emails between?

1 A Daniel Hummel and myself.

2 Q And what's the date?

3 A February 16, 2016.

4 MS. HADDAD: Move to admit GC-52.

5 MR. ROBERTS: No objection.

6 JUDGE ROSAS: 52 is received.

7 **(General Counsel Exhibit Number 52 Received into Evidence)**

8 Q BY MS. HADDAD: Under the -- do you know if anyone from --  
9 excuse me -- did you discuss your lack of payment with  
10 interpreters?

11 A Yes.

12 Q Who did you discuss your lack of payment with?

13 A With our leaders, Angel Garay, Hilda Estrada, Diana  
14 Illaraza, and other interpreters that had told me that at least  
15 had received part of the payment, some have been at least two  
16 months with no payment.

17 Q I'd like to refer you, if you just give me one moment?

18 A Sure. Thank you.

19 Q Did interpreters meet to discuss SOSI's lack of payments?

20 A Yes.

21 Q And where did you meet?

22 A At our lunch and some made phone calls.

23 Q Okay.

24 A Emails, a little bit of everything.

25 Q And do you know if anyone from EOIR knew about the lack of

1 payment?

2 A It got to a point where everyone found out.

3 Q Did anyone from EOIR speak to you personally about it?

4 A I believe -- I don't remember if it was March, April.

5 Q Of what year?

6 A 2016, a few judges, I don't know how they found out, but  
7 they asked me, is SOSI paying you? Are you up to date? Is  
8 everyone up to date?

9 Q Had interpreters publicized this payment issue?

10 A Well, we spoke among each other. I guess the word got out  
11 and -- but I believe they sent a letter to Karen Mana  
12 (phonetic).

13 Q Okay. Under the contract you signed you mentioned that  
14 interpreters were paid at a half-day or a full-day rate or by  
15 session?

16 A Yes, correct.

17 Q How many hours do you have to reserve for a half day?

18 A Four hours.

19 Q And did you get paid more for completing more cases in  
20 those four hours?

21 A No.

22 Q How many hours did you have to work to receive a full-day  
23 rate? Or how many hours did you reserve if you were assigned a  
24 full day?

25 A If I was assigned a full day, I reserved eight hours.

1 Q And did you get paid more for completing more cases during  
2 those eight hours?

3 A No.

4 Q And what was your understanding of what rate you should be  
5 paid if a case went over the four hours, but you were still  
6 only assigned a half day?

7 A I was informed if you had a half day, but you went over  
8 four hours, you would get the full-day rate. It never happened  
9 to me, but I know that if we went over eight hours, they paid  
10 us a bit more.

11 Q Do you know where it says where -- how that's calculated,  
12 the little bit more you get paid if it goes over eight hours?

13 A I know we have it somewhere, but I recall Frances Rios  
14 (phonetic) and the problem that I have for a relay, she  
15 mentioned if I worked over eight hours, I would get a bit more.

16 Q Okay. If you were with one judge and you had finished the  
17 A number, or the case that was under the main A number, could  
18 you turn down additional cases that that judge wanted you to  
19 do?

20 A Of course not.

21 Q If you were sent to another judge in the same session,  
22 could you turn that down?

23 A No.

24 Q How did you get cases from SOSI?

25 A On a monthly or weekly basis.

1 Q And would you -- how would you be notified that you were  
2 getting a case? Who would contact you?

3 A Our coordinator, whoever that was at the time, and it was  
4 through email or sometimes would pick up the phone and call  
5 you.

6 Q Were there any problems with the way that SOSI provided  
7 assignments in the beginning when it first to go over -- when  
8 you first started working for SOSI in the first few months of  
9 its contract?

10 A Like I stated, it was, at the beginning, they didn't know  
11 what they were doing. And our -- we all helped them out and  
12 our leaders helped them out. There were -- they said they had  
13 too many cases to distribute among all the interpreters. So  
14 they sent a list out to our leaders to find interpreters to  
15 fill up the cases. Sometimes they were booked here in LA and  
16 they would call us to see if we would cover their cases so they  
17 could fly to San Francisco, or if someone was available to fly  
18 to San Francisco.

19 Q Okay.

20 A But we did help them a lot, and our leaders were the main  
21 ones speaking on a daily basis and several times a day helping  
22 cover as much as they could.

23 Q Well, so for December 2015, how many cases were you  
24 initially assigned to?

25 A 41.

1 Q Okay. I'd like to refer you to what's been marked as GC  
2 Exhibit 53. Bless you. What is this email?

3 A The cases that I was assigned to in November the 5th for  
4 December.

5 Q Of what year?

6 A 2015.

7 Q Now, there's a couple of other emails at the back of this  
8 exchange. Can you just briefly tell me what happened here?

9 A I was assigned, at the beginning, 41 cases. I'd only call  
10 if I emailed him or if I called him and I asked him if these  
11 were assigned by EOIR. He stated yes. And I said I was told by  
12 a couple of my colleagues that maybe some of the cases might be  
13 taken away to -- for some other colleagues of mine. So I asked  
14 him if he was going to do that or, you know, what he was going  
15 to do.

16 Q What'd he say?

17 A He said no that they were mine and every goes. Just be  
18 careful, don't count on it.

19 Q Did you plan your schedule around this?

20 A Yes, and I asked him -- I called him again because I  
21 cancelled my vacation.

22 Q And then what ended up happening -- when you say "him",  
23 who are you talking to?

24 A I'm talking -- I spoke to Sergey Romanov and I believe he  
25 was the only one at that moment. The things -- we had like two

1 to three different ones, but it was him.

2 Q Okay. Did you end up working all of these 41 cases that  
3 he assigned?

4 A No.

5 Q How many cases -- did any of these cases get de-assigned?

6 A Yes, most of them.

7 Q So how many cases did you end up working in December 2015?

8 A I worked 22 cases, but he only left me with 17 out of the  
9 41.

10 Q And then so how did you get the remaining cases?

11 A Juan Lemus.

12 Q And who's Juan Lemus?

13 A He was a coordinator, and I would call him and ask him if  
14 I had anything more. And he was assigning me last-minute  
15 cases. He told me he had over like 500 on his desk and he  
16 needed to assign them, what days was I available. And I would  
17 just offer days that I was available to work.

18 Q And this was during the month of December 2015?

19 A Yes, we had many, many calls.

20 MS. HADDAD: Your Honor, I move to admit GC-53.

21 MR. ROBERTS: No objection.

22 JUDGE ROSAS: 53's received.

23 **(General Counsel Exhibit Number 53 Received into Evidence)**

24 THE WITNESS: I only worked 22 days -- 22 cases in  
25 December --

1 MS. HADDAD: Okay.

2 THE WITNESS: -- at the end.

3 MS. HADDAD: Okay.

4 Q BY MS. HADDAD: So how far in advance did you receive an  
5 assignment? I think you testified earlier, but over the course  
6 of your months with SOSI, when would you receive assignments?

7 A At the beginning, they were assigning them on a monthly  
8 basis. And then I believe at the middle or at the end, they  
9 were weekly --

10 Q So --

11 A -- a week before.

12 Q -- the week before you would get your assignments for the  
13 following week?

14 A Correct.

15 Q Who is -- did you give your availability each week before?

16 A On a monthly basis --

17 Q Okay.

18 A -- even though he didn't need -- he would know that I was  
19 always available to work.

20 Q Who's "he"?

21 A Our -- the coordinator -- whatever coordinator I had at  
22 the moment. First it was Sergey, then it was Haroon, I believe  
23 his last name is Siddiqi.

24 Q And he was your -- who was your main coordinator  
25 throughout the time that you worked for -- the coordinator you



1 worked with the most?

2 A Haroon Siddiqi because I had Juan Lemus; I had Claudia  
3 Thornton who jumped in to help the coordinators. And then I  
4 have Francis Rios, and there was someone else. I just don't  
5 recall, who rarely called, but sometimes they would -- when  
6 someone left or was busy they would have another person call  
7 us.

8 Q Okay.

9 A But normally it was Haroon.

10 Q You testified that you were pretty regularly available,  
11 but has your coordinator ever assigned you cases on dates when  
12 you told him or her you were not available?

13 A Yes.

14 Q When did this happen, do you recall?

15 A Yes, I recall it was for my husband's surgery.

16 Q One second. I'd like to refer you to GC Exhibit 54.

17 MR. ROBERTS: I'm sorry, I didn't hear you, what?

18 MS. HADDAD: Oh, I'd like to refer to GC Exhibit 54.

19 MR. ROBERTS: Oh, okay.

20 MS. HADDAD: It's right there.

21 MR. ROBERTS: Thank you.

22 Q BY MS. HADDAD: Is this -- did you prepare this?

23 A Yes, this was given to -- this was sent to us by SOSI.  
24 This was the way they wanted to submit our COIs.

25 Q Okay. And down at the bottom, there's special notes. Can

1     you just take a minute and refresh your memory of those notes?

2     A     Yes.

3     Q     Did you write these notes?

4     A     Yes.

5     Q     And what's the date that you sent -- or what's the date  
6     for these COIs?

7     A     March 10th.

8     Q     Of what year?

9     A     2016. There was one day of work for the whole week.

10    Q     And did you explain -- what are these notes about, just  
11    briefly?

12    A     This was that I informed Haroon that this week I was going  
13    to be busy Tuesday and Wednesday morning for the week that my  
14    husband had a surgery and I need to take him the next week to a  
15    follow-up, an eye surgery.

16    Q     And how many did -- were you -- go on?

17    A     I informed him that I would be available to work Monday  
18    all day, Thursday all day, and Friday all day.

19    Q     And what days did he assign you?

20    A     Tuesday and Wednesday, and I told him I wasn't available.

21    Q     You ended up working, however, one day that week, correct?

22    A     Correct, on the 10th of March.

23    Q     So is this, effectively, a complaint that you sent to  
24    SOSI?

25    A     Yes. Oh, I complained to him. I called him and I

1 complained to him. I was very upset.

2 Q When he -- scratch that -- and what did he say when you  
3 complained to him?

4 A If I wanted to work that he would have Tuesday all day for  
5 me and Wednesday morning. And I told him that he knew that I  
6 was not available that a surgery was much more important. I  
7 said that's why I let you know in advance so you could assign  
8 me work for Monday, Thursday, and Friday, in advance.

9 Q And what did he say when you told him this?

10 A He said if I wanted to work I had Tuesday and Wednesday.  
11 And if anything came up, he would call me.

12 Q Okay. Did he end up calling you?

13 A I believe he sent me a -- a detained case.

14 Q Okay.

15 A And I declined.

16 Q So then this case that you worked on -- it says here  
17 Thursday, March 10th --

18 A Was the only day I worked that week.

19 Q Okay. And he assigned that to you in advance or last  
20 minute? Do you remember?

21 A I believe it was in advance. I'm not -- I don't quite --  
22 I don't remember that.

23 MS. HADDAD: Okay. Your Honor, move to admit GC Exhibit  
24 54.

25 MR. ROBERTS: No objection.

1 JUDGE ROSAS: 54 is received.

2 **(General Counsel Exhibit Number 54 Received into Evidence)**

3 Q BY MS. HADDAD: When cases were assigned, how would you  
4 accept those cases?

5 A Through email or sometimes over the phone.

6 Q Okay. And in general, generally, when you were given an  
7 assignment before confirming it, could you turn it down?

8 A Sometimes.

9 Q Well, if you declined a case, would the coordinator be  
10 okay with that?

11 A It depend -- I guess what mood he was in.

12 Q What, would you face any negative consequences if he was  
13 in a bad mood?

14 A He could cancel my whole week or the next day. Whatever  
15 he wanted to do.

16 Q Could you tell your coordinator you wanted to only work  
17 asylum cases?

18 A Oh, no.

19 Q Could you tell your coordinator you only wanted to work  
20 masters cases?

21 A No.

22 Q I'd like to refer you to what's GC Exhibit 55.

23 A Sorry.

24 Q Do you recognize this email exchange?

25 A Yes.

1 Q And just -- what is it?

2 A Regarding that I was willing to travel.

3 Q What date did -- did you send this email?

4 A January 5th, 2016.

5 Q And did you travel -- did you -- did you get travel cases  
6 for SOSI?

7 A I believe maybe one or two. Just very few.

8 MS. HADDAD: Okay. Your Honor, move to admit GC-55.

9 MR. ROBERTS: No objection.

10 JUDGE ROSAS: 65 is received.

11 MS. HADDAD: 55.

12 JUDGE ROSAS: 55.

13 **(General Counsel Exhibit Number 55 Received into Evidence)**

14 JUDGE ROSAS: Let's take a five-minute break. You need to  
15 use the restroom?

16 THE WITNESS: Yes, thank you.

17 JUDGE ROSAS: Okay. Don't speak to anyone while you are  
18 on the break, okay?

19 THE WITNESS: Okay.

20 (Off the record at 11:24 a.m.)

21 JUDGE ROSAS: No, go ahead.

22 Q BY MS. HADDAD: What's the difference between detainee and  
23 non-detainee cases?

24 A Non-detainee. In the courtroom you have a judge, the  
25 attorneys, the respondent, and the interpreter.

1 Q So is it -- I mean -- well, I'm sorry, could you explain a  
2 little bit further what the difference is?

3 A Yes. The non-detained, the respondent, the interpreter,  
4 the attorneys, and the judge are in the courtroom. The  
5 detained is done through tele-video and through phone.

6 Q So for the detainee, is the detainee in person? Or  
7 who's -- who's on the other end of that video?

8 A The Respondent. They're detained there.

9 Q If you know, how many judges are there at 606 South Olive  
10 Street?

11 A Anywhere -- well, when I was working, anywhere between 26  
12 to 30.

13 Q And if you know, approximately how many of those judges at  
14 606 South Olive Street did detainee cases?

15 A They were rotated and it was two or three.

16 Q So just two or three of the 26, approximately?

17 A Yes. At the end, I think they had a little bit more.

18 Q Okay.

19 A But normally the most it would be five. But normally it  
20 was, like, two or three judges only.

21 Q Okay. Have you ever told your coordinator you did not  
22 want detainee cases?

23 A Yes.

24 Q Did you tell your coordinator more than once you didn't  
25 want detainee cases?

1 A Several times.

2 Q I'd like to refer you to what's been marked as GC Exhibit  
3 56.

4 Q Do you recognize this email exchange?

5 A Yes.

6 Q Are you on this email exchange?

7 A Yes.

8 Q And that -- that top case, that top email on the first  
9 page, in sum, what do you -- what are you saying here?

10 A These judges were doing detained at -- at this moment.

11 Q Okay.

12 A And I just didn't want to be assigned to them while they  
13 were doing detained cases.

14 Q So, in this, are you letting SOSI know that you don't want  
15 to do detained cases?

16 MR. ROBERTS: Objection.

17 JUDGE ROSAS: Speaks for itself. You can answer. Is that  
18 what it's about? That's -- that's what --

19 THE WITNESS: Yes, it is, Your Honor.

20 JUDGE ROSAS: -- the email is? Okay.

21 MS. HADDAD: Your Honor, move to admit GC-56.

22 MR. ROBERTS: No objection.

23 JUDGE ROSAS: 56 received.

24 **(General Counsel Exhibit Number 56 Received into Evidence)**

25 Q BY MS. HADDAD: Now, after you told SOSI you didn't want

1 detainee cases -- oh, excuse me, is this the only time that  
2 you've told SOSI, anyone at SOSI, that you don't want to work  
3 detainee cases?

4 A Oh, no, several times through email and over the phone.

5 Q But even after telling SOSI you don't like detainee cases,  
6 were you still assigned to detainee cases?

7 A Yes.

8 Q When you received these cases, would you accept them?

9 A Very few. Most of them I just told them -- I would say,  
10 no thanks.

11 Q You mentioned over the phone -- who was this phone call  
12 with if it was --

13 A With my coordinator.

14 Q Was that Haroon Siddiqi?

15 A Yes.

16 Q Do you remember approximately when this phone call was?

17 A I had several phone calls with them regarding that.  
18 Sometimes they would call me and they would have like two days  
19 or a day and a half and I would say, if you give me anything,  
20 you know, oh, I still forget it; I go, that's fine. I go, but,  
21 if you do, if you could replace me for regular judges, I'll  
22 confirm anything you give me.

23 Q Did you ever have a phone call where he was -- where Mr.  
24 Siddiqi was upset that you turned down detainee cases?

25 A Yes.



1 Q Do you recall when approximately that phone call was?

2 A There was several. I can't give you the exact dates  
3 but --

4 Q Was it in 2016?

5 A Oh, definitely, yes.

6 Q And if you can recall in any one of those phone calls,  
7 what was -- what was said?

8 A He would be very upset. He told -- he would tell me that  
9 I cannot choose my judges unless I was disqualified by that  
10 judge.

11 Q Okay. I'd like to show you what has been marked as GC  
12 Exhibit 57.

13 Q Do you recognize this document?

14 A Yes.

15 Q What date was this email sent to you?

16 A It was sent to me on April 27th, 2016.

17 Q And what is this email?

18 A It's just my week of cases for May 2nd through the 6th.

19 Q So did the -- who did this email come from?

20 A From my coordinator, Haroon Siddiqi.

21 Q And did you -- did you accept these cases?

22 A Yes, they were confirmed. I confirmed all the cases.

23 Q And is that your acceptance on the second page?

24 A Yes.

25 MS. HADDAD: Okay. Your Honor, move to -- excuse me --

1 move to admit GC Exhibit 57.

2 MR. ROBERTS: No objection.

3 JUDGE ROSAS: 57's received.

4 **(General Counsel Exhibit Number 57 Received into Evidence)**

5 Q BY MS. HADDAD: Now, I'd like you to look at GC Exhibit  
6 58. What date were these emails sent?

7 A April 28th, 2016.

8 Q And basically, this first email, what is it?

9 A Mr. Haroon Siddiqi is assigning me a 1 p.m. case.

10 Q And did you accept that case?

11 A No, I said no thanks because it's a detained.

12 Q On this same email chain, did Mr. Siddiqi write back to  
13 you at all?

14 A Yes, he did. Same date.

15 Q Would you characterize his response as upset?

16 A Oh, definitely.

17 Q And is this one of the examples of the times that he did  
18 express displeasure at you canceling his -- or not accepting  
19 his detained case?

20 A Yeah, just one of them.

21 Q Okay. I'd like you to keep GC Exhibit 58 out and I'd like  
22 to refer to you (sic) to GC Exhibit 59.

23 Q What date -- do you recognize this email?

24 A Yes.

25 Q What date was this email sent?

1 A April 28th, 2016, the same one as the one before.

2 Q And what time was this email sent?

3 A At 11:30 a.m.

4 Q So did this email come after the email where you turned  
5 down the detainee case?

6 A Yes.

7 Q And what is this first email on the first page of GC  
8 Exhibit 59?

9 A He reassigned my May 6th, 2016. I had an 8:30 a.m. case.

10 Q Is this one of the ones that had been assigned to you on  
11 April 27th?

12 A Yes, and that I had confirmed.

13 Q Did he give you a reason for reassigning this case?

14 A Yes. No, excuse me, he did not give me a reason. He's  
15 just letting me know that he -- that he reassigned it to  
16 someone else.

17 Q And did you respond?

18 A Yes.

19 Q And, in sum, what did you -- what did you say?

20 A I asked him why he had taken my morning session away and  
21 if I had declined the p.m., the 1 p.m. case, the afternoon not  
22 the morning.

23 Q Okay. Now I'd like to refer you back to GC Exhibit 58  
24 which is the one on that pile. So on the last page you have a  
25 response that you sent at 12:54 which is after GC Exhibit 59

1     when he received the cancel -- the DSI -- the reassignment of  
2     this one case.

3     A     Yes.

4     Q     Can you just explain why you sent this response and if you  
5     heard back from Mr. Siddiqi?

6     A     I explained to him that I rejected the 1 p.m. case which  
7     was a detained case, not the a.m. case which I had already  
8     confirmed on the 27th.

9     Q     Okay. Did you ever hear back from him?

10    A     No.

11    Q     Okay. And did you -- did you ever work this case that he  
12    reassigned? The case on -- in GC Exhibit 59?

13    A     No. I believe this was his response.

14           MS. HADDAD: Okay. Your Honor, move to admit GC 59.

15           MR. ROBERTS: No objection.

16           MS. HADDAD: And I don't recall -- oh, and move --

17           JUDGE ROSAS: And 58?

18           MS. HADDAD: And 58 as well, please.

19           MR. ROBERTS: No objection.

20           MS. HADDAD: Okay.

21           JUDGE ROSAS: 58 and 59 are received.

22    **(General Counsel Exhibit Number 58, 59 Received into Evidence)**

23           MS. HADDAD: Thank you.

24    Q     BY MS. HADDAD: Could you tell your coordinator that you  
25    wanted to work with a certain judge or didn't want to work with

1 a certain judge?

2 A No.

3 Q Now, back in GC Exhibit 56, you state that you would  
4 prefer not to work with several judges.

5 A Yes. Only during the time that they were doing detained  
6 cases.

7 Q Okay, and you testified that -- well, and were you  
8 assigned, still assigned detained cases with these judges?

9 A Yes.

10 Q Okay. Did you ever tell SOSI that you did not want to  
11 work in Adelanto?

12 A Oh, definitely.

13 Q And did SOSI ever assign you cases in Adelanto?

14 A A few cases I believe.

15 Q Would it cost SOSI -- I'm sorry -- what type of cases are  
16 in Adelanto?

17 A It's a detention center.

18 Q So were all those cases detained?

19 A Yes.

20 Q In general, though, would it cost SOSI more to send you to  
21 Adelanto than to have you work in downtown L.A.?

22 MR. ROBERTS: Objection. No basis --

23 JUDGE ROSAS: Repeat the question.

24 MR. ROBERTS: -- for her knowing that.

25 MS. HADDAD: Well, she testified earlier --

1 JUDGE ROSAS: Repeat the question.

2 Q BY MS. HADDAD: In general, would it cost SOSI more -- or,  
3 excuse me, I'll rephrase it. As I -- would -- would you be  
4 paid more if you went to Adelanto than if you worked in  
5 downtown Los Angeles?

6 A Definitely.

7 Q Okay. And why is that?

8 A It's more than 50 miles from L.A.

9 Q Okay. Now, after you accepted -- and were you paid travel  
10 costs for if you were to go to Adelanto? Do you know?

11 A I know they pay your hotel but I don't believe they wanted  
12 to do the travel. I don't know. I never accepted any cases.

13 Q Okay. Do you know what the travel rate was for going to  
14 Adelanto?

15 A I believe it was 650, but I'm not quite sure.

16 Q Okay.

17 A Excuse me, I believe I stated before -- 550 would be San  
18 Francisco and Adelanto.

19 Q Okay. Thank you.

20 A I'm just correcting myself, yes.

21 Q So do you -- after -- so, are cases -- do you know why a  
22 case -- I'll rephrase. If -- do you know when a case has been  
23 reassigned or de-assigned, do you know whether that case has  
24 also been canceled at the -- by the EOIR?

25 A If -- if it was canceled, we would -- we would receive a

1 cancellation notice.

2 Q And is the cancellation notice different than the  
3 reassignment or de-assignment notices?

4 A Reassignment is -- to me it means they're just giving it  
5 to someone else.

6 Q And where do you -- who is that cancellation notice from?

7 A Well, all my notifications I received them from SOSI.

8 Q Okay. Does the cancellation notice, does it look  
9 different than a reassignment email?

10 A No, it depends when they send it. Some is your  
11 coordinator informing you that such and such COI number and  
12 alien number and judge, a.m. or p.m. case, has been canceled.

13 Q Is there a way to verify that with the EOIR whether a case  
14 has been canceled?

15 A I guess you could if you speak to a supervisor, but we  
16 weren't allowed to do that.

17 Q Okay.

18 A Everything -- all our respondents and information and  
19 instructions were by SOSI. Between us and SOSI.

20 Q Okay. If -- if SOSI reassigns or de-assigns you a case to  
21 which you've already accepted such as this earlier one that I  
22 referred to in GC Exhibit 59, are you paid anything?

23 A No.

24 Q Under what circumstances would you be paid if SOSI de-  
25 assigned your case? Do you know?

- 1 A No, if they de-assign the case, you -- I never got paid.
- 2 Q Even if --
- 3 A If it's canceled within 24 hours then they would pay you.
- 4 Q Have you ever had a case reassigned or de-assigned within
- 5 24 hours, do you know?
- 6 A I don't remember.
- 7 Q Okay.
- 8 A I would need to look at my COI's.
- 9 Q After you accepted an assignment, could you cancel a case?
- 10 A If it was, like, an urgent matter, but I mean urgent and
- 11 you spoke to your coordinator and he was in a good mood, I
- 12 guess you can. But if he wasn't, they would demand -- they
- 13 didn't care if you were sick or not, you needed to go.
- 14 Q Well, did you ever cancel a case after accepting cases?
- 15 A I don't believe I did. I've never had that custom. I
- 16 don't.
- 17 Q So then how do you know that you would be demanded to go
- 18 if you did have to cancel?
- 19 A Because I saw interpreters that couldn't speak that had a
- 20 very bad cold and they were there.
- 21 Q Okay.
- 22 A Working.
- 23 Q Could you subcontract or hire someone else to take a case
- 24 for you at the EOIR?
- 25 A No.



1 Q Could you swap cases with another interpreter without  
2 approval from SOSI?

3 A No. Everything we did we always needed approval.

4 Q Could you swap cases with an interpreter with approval  
5 from SOSI, if SOSI approved it?

6 A If a coordinator approved it, yes.

7 Q And would they -- would coordinators at times approve the  
8 swaps?

9 A At times.

10 Q Could -- have -- could SOSI coordinators deny swapping  
11 assignments with other interpreters even if the interpreters  
12 had already worked it out beforehand?

13 A Oh, definitely, yes.

14 Q Did you ever have a case swap denied by a coordinator?

15 A Yes.

16 Q I'd like to refer you to what's been marked as GC Exhibit  
17 60. Who is this -- what date is this email sent? What date  
18 was this email sent, excuse me.

19 A July 27th, 2016.

20 Q Are you cc'd on this email?

21 A Yes, I am.

22 Q And who's emailing who here?

23 A A colleague of mine, Karina Galindo, to our coordinator,  
24 Haroon Siddiqi.

25 Q Did Ms. Galindo, did she work at the EOIR?

1 A Yes.

2 Q Also for SOSI?

3 A Yes.

4 Q And basically, what's this email about?

5 A It's just -- she's confirming the cases that she could  
6 cover the following week and just letting him know that -- that  
7 I could cover one of her afternoon cases.

8 Q Had you already spoken with her about covering one of her  
9 cases?

10 A Yes. She had just mentioned that they had assigned her  
11 some cases and she wasn't able to cover one -- if -- if I was  
12 able to, and I said yes.

13 Q Did you see her in person at the EOIR?

14 A Yes. Yes, I did.

15 Q Okay. Did -- did Mr. Siddiqi approve this case swap?  
16 I'll refer you to the third to the last page.

17 A No.

18 Q And what reasons did he give?

19 A I believe he gave it to someone who had fewer cases the  
20 following week.

21 MS. HADDAD: Okay. Thank you. Your Honor, I'd like to  
22 move to admit GC Exhibit 60 into evidence.

23 MR. ROBERTS: No objection.

24 JUDGE ROSAS: 60 is received.

25 **(General Counsel Exhibit Number 60 Received into Evidence)**

1 MS. HADDAD: Okay.

2 Q BY MS. HADDAD: How far in advance of a case did you need  
3 to get to the entrance of EOIR court?

4 A It depended on the date. Normally I was there just to  
5 enter the building about an hour -- between 45 minutes to an  
6 hour and a half.

7 Q And was this at 606 South Olive or 300 North Los Angeles  
8 Street?

9 A You needed to arrive early at both.

10 Q Okay.

11 A Because there's long lines.

12 Q Did SOSI, anyone from SOSI, ever tell you that you needed  
13 to be early?

14 A Well, they told us that we needed to be there with enough  
15 time to -- from the entrance, we needed to go to the 15th floor  
16 and wait to be stamped. And we were not stamped until 30  
17 minutes till.

18 Q Okay. And you just said 30 minutes till; do you mean when  
19 the case begins?

20 A Yes. But for me to do that, I needed to be there with a  
21 lot of time in advance.

22 Q Do you remember who told that you needed -- from SOSI that  
23 you needed to be on time or early, excuse me?

24 A Well, we were told that we needed to be -- arrive early  
25 with enough time. If I had a 1:00 case and I showed up at 12

1 or 12:15, 12:20, I would never make it up on time to the 15th  
2 floor to get stamped or even to run through security, the  
3 floors, and set up equipment and be ready to work with the  
4 judge by 1:00.

5 Q Okay.

6 A It's impossible.

7 Q Were you paid for that time? The time that you arrived  
8 early before your COI was stamped?

9 A Of course not.

10 Q And then when you go to the 15th floor, you said -- who --  
11 who -- what do you do when you get to the 15th floor?

12 A We'd go to the window with a clerk.

13 Q And this is -- this is at 606 South Olive Street?

14 A Yes.

15 Q Who does the clerk work for? Do you know?

16 A For EOIR.

17 Q Okay. And what do you do when you get to the clerk?

18 A We need to wait for the time. So she can -- we submit our  
19 COI's but they won't stamp them. They keep them there till  
20 it's time.

21 Q Okay. And then after they stamp it, what do you do?

22 A Start rushing at -- you need to go to whatever floor  
23 you're assigned to. You need to go through security.

24 Q Okay.

25 A You need to run to the courtroom, setup the equipment,

1 test it and make sure it's working, get your notepad or your  
2 pens, your water, your glasses, and be ready for when the judge  
3 walks out.

4 Q Okay. In the courtroom, what equipment did you use to  
5 perform interpretation service?

6 A We had a microphone for the interpreter and the headsets  
7 for the respondents.

8 Q And did you always have to use this equipment?

9 A Yes.

10 Q Did you -- if you were -- had any issues with the  
11 equipment, did SOSI ever tell you who you were supposed to go  
12 to?

13 A We were supposed to try to make it work. Check if the mic  
14 was loose, tightening it up, you know, double check. Put the  
15 headsets on and speak -- test it out.

16 Q And who told you that?

17 A Well, those were the instructions we received.

18 Q From who?

19 A I don't remember. Someone mentioned it. I believe  
20 someone received some instructions from SOSI and they told us  
21 that we needed to make sure it was working.

22 Q Okay. Did -- did you have to purchase a bilingual  
23 dictionary to work at the EOIR?

24 A Yes.

25 Q Okay. And did you, in fact, purchase a bilingual

1 dictionary?

2 A Yes, I have two.

3 Q Okay. And was that required by -- by SOSI? As far as you  
4 know.

5 A Yes. It was.

6 Q During a hearing, were you given bathroom breaks?

7 A Rarely.

8 Q Did you have to request a bathroom break?

9 A Sometimes.

10 Q Would that bathroom break ever be denied?

11 A Yes.

12 Q And who would you request a bathroom break from?

13 A From the judge.

14 Q And were you provided a lunch break if you were working a  
15 full day session?

16 A If the judge wanted to finish the case and we go through  
17 lunch, sometimes we'd have no lunch. Or they finish just in  
18 time for them to have their -- their lunch, but the  
19 interpreters, it was too late for us to get our lunch.

20 Q Okay. And after you completed the assignment that --  
21 that -- after you had completed your cases with the judge, did  
22 you have to do anything with your COI?

23 A Yes. We needed to come back down to the 15th floor and  
24 check in with the clerk and ask her if we were needed anywhere  
25 else.

1 Q Okay. Did the judge have to do anything with your COI?

2 A Yes. He -- he would sign it at the time that I start and  
3 he would put the time that I ended. Sometimes they'd put a  
4 comment, sometimes they didn't. Sometimes they just talked to  
5 you directly.

6 Q Okay. And then when you go down to the court, to the  
7 clerk, what would you do then?

8 A You need to go to the window with the clerk and she'll let  
9 you know if you were needed anywhere else with a different  
10 judge.

11 Q Could you leave if you were needed anywhere else with a  
12 different judge?

13 A If you were needed, no.

14 Q Okay. And then what did you do with your COI after you  
15 left the EOIR -- EOIR court?

16 A At the beginning, as I mentioned before, I would submit it  
17 on a daily basis. Then they sent us a form like the one you  
18 mentioned about the comments that I put when I had my husband's  
19 surgery.

20 Q Okay.

21 A It was sent to us by SOSI. They wanted us to submit them  
22 on Friday or after you finished your week so there was no  
23 problem with the payments.

24 Q How were you supposed to dress at the EOIR?

25 A Professional-type.

1 Q And how do you know that? Or who told you that?

2 A We were informed by SOSI, and we had reminders when --  
3 when they would notify us about our following day, our cases.  
4 They would set reminders.

5 Q I'd like to refer you to what's GC Exhibit 62. 61, we'll  
6 address in a minute. At the bottom of 62, is this one of those  
7 reminders?

8 A Yes.

9 Q Entitled "Reminder". And what date was this email sent?

10 A April 18th, 2016.

11 Q Is this the only reminder that you received from SOSI  
12 about dressing properly?

13 A No, we would receive them sometimes daily, sometimes at  
14 least three, four times a week.

15 Q Were there any consequences for not complying with the  
16 dress code, do you know?

17 A You could be disqualified.

18 Q And were you told that in an email? Or in person?

19 A In person.

20 Q Okay. And were you required to wear anything identifying  
21 that you worked for SOSI?

22 A Yes, we had a badge.

23 Q I'd like to refer you to GC Exhibit 63. Is this a copy of  
24 your badge? I apologize for the poor copying job.

25 A Yes.



1 Q And the thing on the side that says, "Challenge Accepted",  
2 is that -- do you know if that's SOSI's motto?

3 A Yes, it is.

4 Q Or logo. Okay. Did you ever receive reminders about  
5 wearing your badge?

6 A Yes. Also with the reminder for our -- the following  
7 case, we'd have a reminder at the bottom.

8 Q I'd like to refer you back to GC-61. Is this -- is this  
9 the assignment -- is this the reminder about wearing the -- the  
10 ID badge?

11 A Yes.

12 Q Does it give reasons for why you should wear the ID badge?

13 A It's supposed to help us to go through security and  
14 identify yourselves as interpreters.

15 MS. HADDAD: Okay. Your Honor, move to admit 61, 62, and  
16 63.

17 MR. ROBERTS: No objection.

18 JUDGE ROSAS: 61, 62, and 63 are received.

19 **(General Counsel Exhibit Number 61, 62, 63 Received into**  
20 **Evidence)**

21 MS. HADDAD: Thanks.

22 Q BY MS. HADDAD: Did it help you get through security  
23 wearing the badge? Did it help you go through it faster?

24 A No.

25 Q Okay. Did you ever not wear a badge when you went to the

1 EOIR?

2 A Oh, no, I always wore my badge.

3 Q Did you get to skip the line if you were wearing a badge?

4 A The only time I skipped the line was -- I had an  
5 automobile accident and I arrived exactly at the time, at 8:00  
6 when I was supposed to start working at 8. I was stamped at 8  
7 and I was running into the judge's courtroom at 8:02, and I  
8 asked one of the attorneys please let me in and he said go  
9 right ahead.

10 Q Okay. And --

11 A But that was the only time.

12 Q And were you required to wear the badge the entire time at  
13 the entire time at the EOIR, or could you take it off once you  
14 got in?

15 A No. You have to wear it all day.

16 Q Okay. Did SOSI evaluate interpreters, do you know?

17 A Angel Garay was the one that did the evaluations, and I  
18 believe there was someone named Seta, and I don't remember who  
19 else.

20 Q Were you ever evaluated when you worked for SOSI?

21 A I had just been evaluated when we were finishing up with  
22 Lionbridge, and I told Mr. Garay to evaluate me, and he said it  
23 wasn't needed, not for SOSI because I had just been evaluated  
24 and all those documents went over to SOSI.

25 Q Okay.

1 A Plus I think he needed to evaluate some interpreters that  
2 were traveling.

3 Q Okay. I'd like to ask you just a couple of questions  
4 about your coordinator.

5 How often were you in contact with your coordinator?

6 A On a weekly basis, several times, either through emails or  
7 phone calls.

8 Q So you mean several times throughout each week?

9 A Oh, definitely.

10 Q And if you had any issues or you're running late or had an  
11 emergency, did you have any issues or were running late when  
12 you worked for SOSI?

13 A Just that time about the accident.

14 Q Okay. Did -- did you let your coordinator know?

15 A Oh, definitely.

16 Q Did you let your coordinator know before you went to the  
17 courtroom or after, if you can recall?

18 A Oh, no, before.

19 Q Okay. And if you had any other issues -- or did you know  
20 who you were supposed to contact if you had any issues?

21 A Yes, of course. A coordinator.

22 Q Were you permitted to talk to anyone at EOIR if you were  
23 running late or going to miss a case or anything like that?

24 A No. We always had to call our coordinator.

25 Q Okay.

1 A Always.

2 Q Did anyone from SOSI tell you this?

3 A Yes. It was said to us that any problem we direct it  
4 directly to SOSI. If we had a -- running late, an accident,  
5 anything.

6 Q Do you remember who told you this?

7 A I believe it was said when we had the conference at the  
8 beginning when we were negotiating.

9 Q Okay. What are in-house interpreters, do you know?

10 A EOIR has -- last time I was working there, they had, like,  
11 seven or eight Spanish interpreters that they hire, their own.

12 Q So they work directly for EOIR?

13 A Correct.

14 Q And do they also -- you said Spanish interpreters. Do  
15 they also interpreter cases?

16 A Yes.

17 Q What are the differences between you and an in-house  
18 interpreter at the time that you worked for SOSI?

19 A They -- they work casual -- they address very casual.

20 Q More casually than you do?

21 A We weren't allowed to address casual. We needed high  
22 heels, nylons, dress, suit, hair fixed, makeup -- the works --  
23 your badge.

24 Q But -- and do you know if they had benefits?

25 A Of course, they had benefits. Holidays, judges conference

1 they were paid. They were able to take -- we were only able to  
2 take a water bottle. They were able to take will you tell the  
3 jury. They had a room for them to eat, you know, put their  
4 food -- we had nothing.

5 Q Okay. As far as you're aware, did they interpreter cases  
6 the same way that you do?

7 A Yes.

8 Q Okay. Were you involved with any union while you worked  
9 for SOSI?

10 A Yes.

11 Q Which one? Do you remember?

12 A CWA.

13 Q Okay. And how did you -- when did you become involved  
14 with the union? First -- when did you first become involved  
15 with the union?

16 A I believe it was 2015.

17 Q And how did you get involved? Do you remember?

18 A When we started talking -- because at the beginning the  
19 interpreters wouldn't share rates. We wouldn't share how many  
20 cases we had. When everything started crumbling down, we  
21 started speaking up and talking to each other, so that's when  
22 we started getting involved unionizing. We were trying to look  
23 where we could save our work and be able to get our breaks, be  
24 respected.

25 Q Did you continue to be involved with the union after you

1 started working for SOSI?

2 A Yes, of course.

3 Q Did you attend union meetings?

4 A Yes.

5 Q Did you talk to other interpreters about the union?

6 A Of course.

7 Q Did you send or receive -- did you send emails to other  
8 interpreters about the union or send Whatsapp messages?

9 A Emails, Whatsapp, text, phone calls -- anything that I  
10 could help.

11 Q And did you receive emails from other interpreters about  
12 the union?

13 A Yes.

14 Q Okay. Did you discuss other issues about working with  
15 SOSI with interpreters?

16 A Can you repeat the question?

17 Q Sure. Just -- not just about -- we discussed your payment  
18 issues earlier. Did you discuss other issues about working for  
19 SOSI with interpreters?

20 A We discuss -- yes, because sometimes we would receive  
21 phone calls or emails. I believe Claudia Thornton sent those.  
22 If someone up in New York dressed -- didn't dress appropriately  
23 to go to court, took flats or sandals, a message would go out  
24 nationwide that we were -- that you were not dressed  
25 professionally -- or if you worry jeans or leggings -- and that

1     you could be disqualified.

2     Q     I'd like to -- I'd like to refer you to GC Exhibit 16.  
3     It's all the way down at the bottom of that stock -- or it's  
4     toward the top -- excuse me, on that stack.

5     A     Okay.

6     Q     This isn't specifically about clothing, but did you  
7     receive -- do you recall receiving this email from Ms.  
8     Thornton?

9     A     Would you give me a moment?

10    Q     Yes.

11    A     Yes.

12    Q     Okay. Thank you. Okay. Thank you. I think you can put  
13    the stack of exhibits back for now anyway.

14           I'd actually like to refer you to GC Exhibit 36. It's --

15    A     From the same package?

16    Q     Yeah. From the stack.

17           MS. HADDAD: Your Honor, may I approach? I can -- I'll  
18    pull out the ones that are needed.

19           THE WITNESS: 36?

20    Q     BY MS. HADDAD: Okay. I'm going to pull out the ones that  
21    are -- 36, 37, and 39.

22    A     39.

23    Q     I'm just going to pull these out, and we'll put them back  
24    in order, okay?

25    A     Okay.

- 1 Q Okay. Do you recognize this petition, GC Exhibit 36?
- 2 A Yes.
- 3 Q I'd like to refer you to the last page of this petition?
- 4 A Yes.
- 5 Q Is that your signature? Oh, yeah, please identify where
- 6 your signature is.
- 7 A It's here in the middle.
- 8 Q Is it under the one that says Perla Johnson?
- 9 A Correct.
- 10 Q Do you remember signing this petition?
- 11 A Yes.
- 12 Q And how -- where were you when you signed this petition?
- 13 Do you recall?
- 14 A That I don't.
- 15 Q Okay.
- 16 A But probably in our lunch.
- 17 Q Did you sign your petition on the same date that you have
- 18 written next to your name?
- 19 A I signed it on the 13th of January, 2016.
- 20 Q Were you signing it in the presence of other interpreters,
- 21 do you recall?
- 22 A Yes.
- 23 Q Okay. And who did you give -- who collected this
- 24 petition?
- 25 A I believe it was one of our leaders.



1 Q Did you know what this petition was about when you signed  
2 it?

3 A Yes.

4 Q And what was it about?

5 A We had a problem with Ms. Maria Elena Walker.

6 Q And did you -- did you agree with all of the bullet points  
7 are listed here on this petition?

8 A Definitely.

9 Q Do you know if this petition was sent to SOSI?

10 A Yes, because Maria Ayuso worked at SOSI.

11 Q Well, who sent it to SOSI?

12 A It was sent from all of us.

13 Q Do you know who physically dropped it in the mail or  
14 emailed it?

15 A I'm not sure, but I believe it was Hilda Estrada --

16 Q Okay.

17 A -- or Diana Illarraza, but I believe it was Hilda Estrada.

18 Q Okay. I'd like to refer you to GC Exhibit 37.

19 Do you recognize this petition?

20 A Yes.

21 Q I'd like to refer you to the second page from the last.

22 It's the second-to-the-last signature page.

23 Do you sign this petition?

24 A Yes. On January 20th, 2016.

25 Q And is your -- who is -- is your signature on this

1 signature sheet?

2 A On this sheet, yes.

3 Q And who's the signature under the name above it, if you  
4 can read it?

5 A I think it's Amalia Rangel.

6 Q Okay. Do you know what this petition is about?

7 A Yes. Recruitment.

8 Q And did you help draft this petition?

9 A Yes.

10 Q Do you know if this petition was sent to SOSI? Just only  
11 if you know.

12 A I had to know because I was in charge when we did  
13 petitions, but I just don't recall.

14 Q What were you in charge of?

15 A Well, I helped our leaders prepare documents. If we ran  
16 out of supplies, I would be the one -- like if continued doing,  
17 I would run and get more supplies, or if we needed to type up  
18 things on the computer, if we needed to go drop them off at the  
19 post office -- anything that -- as soon as I was off work, I  
20 would be available for anything that came up.

21 Q And you continued to do this while you worked for SOSI?

22 A Yes.

23 Q Okay. I'd like to refer you -- just going back to the  
24 exhibit -- to these -- well, I'd like to refer you to GC  
25 Exhibit 64. It's the new -- it's of the new exhibits that I've

1 given you. It's under your glasses case.

2 A Okay.

3 Q Just take a moment.

4 Do you recognize this letter?

5 A Yes.

6 Q Did you write this letter?

7 A Yes.

8 Q Did you submit this letter to SOSI?

9 A Yes.

10 Q And how did you submit it? Do you recall?

11 A I don't remember if I sent it through mail or if I  
12 submitted it through the computer.

13 Q Do you receive a confirmation from SOSI?

14 A No.

15 Q Okay. What was this -- what was this letter about?

16 A She would -- well, first, to start, she wanted to be the  
17 only person to be assigned to cases at 300 North Los Angeles.

18 Q Who is she?

19 A Ms. Maria Elena Walker.

20 Q Was -- did this letter detail other issues that you had --  
21 that you and other interpreters had with Ms. Walker?

22 A Yes. She rarely came to -- at the end she rarely came to  
23 606 South Olive Street, but she would show up and threaten and  
24 tell you, "Well, take advantage because in three months you're  
25 going to be out of here."

1           She became very close with Mr. Nestor Wagner from the  
2           school, the California School of Interpretation.

3       Q     Okay.

4       A     From -- I think it's in -- close to Norwalk, up that area.

5       Q     Okay. Why did you write this letter, because I was very  
6           upset. You can't just not appear and suddenly come up and  
7           start threatening people about bringing interpreters who have  
8           no experience when we have been there for more than a decade.

9       Q     Do you know if -- whether other interpreters also wrote  
10          letters like this one?

11      A     Yes.

12      Q     Did you talk about it with other interpreters?

13      A     Yes, we did, with several interpreters.

14      Q     More than five?

15      A     Maybe about 12, 15 people -- 20.

16      Q     Okay.

17           MS. HADDAD: Your Honor, I move to admit GC Exhibit 64.

18           MR. ROBERTS: No objection.

19           JUDGE ROSAS: 64 is received.

20       **(General Counsel Exhibit Number 64 Received into Evidence)**

21      Q     BY MS. HADDAD: Now I'd like to refer you back to the  
22          third petition that I pulled out, which is GC Exhibit 39, and  
23          it should be right on top of that stack right there.

24           Do you recognize this letter?

25      A     Can you give me a moment?

- 1 Q Yes.
- 2 A Okay.
- 3 Q Do you recognize this letter?
- 4 A Yes.
- 5 Q Do you -- I'd like to refer you to the first page, after  
6 -- or the second page.
- 7 Do you sign this letter?
- 8 A Yes, I did.
- 9 Q Identify your signature on this page, please?
- 10 A It's approximately in the middle, and it's dated March  
11 1st, 2016.
- 12 Q I can't really make out the name above it, but who's below  
13 your signature?
- 14 A Below is Stephany Magana.
- 15 Q Okay. What briefly is -- what is this petition about? Do  
16 you recall?
- 17 A About the procedures for DQs.
- 18 Q And what's a DQ?
- 19 A Disqualification.
- 20 Q This states that it was sent to EOIR and language services  
21 unit.
- 22 A Yes. Karen Manna.
- 23 Q Do you know who sent this?
- 24 A Yes. We sent it among all of us together.
- 25 Q Do you know how it was physically sent?

- 1     A     I believe it was done by mail.
- 2     Q     And do you know who sent it?
- 3     A     I believe it was Hilda Estrada.
- 4     Q     Okay. Thank you. Ms. Portillo, what are relay cases?
- 5     You mentioned them earlier?
- 6     A     Relay cases are cases where you need to have two
- 7     interpreters instead of one.
- 8     Q     And why is that?
- 9     A     Because one interpreter needs to interpret from the
- 10    indigenous language to Spanish, and then you need another
- 11    interpreter from Spanish to English.
- 12    Q     So the interpreter that does the interpreting from
- 13    indigenous language to Spanish doesn't speak English or likely
- 14    doesn't speak English?
- 15    A     He does speak English but not enough.
- 16    Q     Okay. Is this difficult, doing a relay case?
- 17    A     It's more difficult. It takes double the time. And
- 18    sometimes it's very stressful.
- 19    Q     Could you ever decline to do relay cases if they were
- 20    assigned?
- 21    A     Only -- I rarely declined a relay case. I think I only
- 22    declined one relay case --
- 23    Q     Okay.
- 24    A     -- in the entire time that I worked with SOSI.
- 25    Q     I'd like to refer you to what has been marked as GC

1 Exhibit 65.

2 Who is this email from?

3 A This is Francis Rios.

4 Q And who is Francis Rios?

5 A Francis Rios is another coordinator from SOSI.

6 Q And what's the date of this email?

7 A June 17, 2016.

8 Q Did you receive this email?

9 A Yes.

10 Q And what -- on this first page, what's this email about?

11 A They were offering -- Francis Rios was offering me asking  
12 filled take a relay case when I already had a full-day case,  
13 regular Spanish case.

14 Q What was your understanding at this time about relay  
15 cases? Before this all happened, what was your understanding?

16 A I had done many relay cases, but every time I went to do a  
17 relay case, I was always paid.

18 Q Do you mean you were paid in addition to your half-day  
19 rate or full-day rated?

20 A When you were -- when I was assigned to a relay case, I  
21 normally had the morning, and then they would sign me an  
22 afternoon case, or I'd work the afternoon and they would assign  
23 me the morning case, but I had never been assigned a full-day  
24 regular Spanish plus a relay case.

25 Q So did you attempt to turn this case down?

1 A Yes. I asked if I was going to get paid for it, and they  
2 told me it was a two for one.

3 Q So you weren't going to be paid extra?

4 A Not at all, but I need to submit my COI to SOSI.

5 Q When you say your COI, do you mean a COI for a relay case?

6 A Exactly. And the way you distinguish them is because  
7 they -- after the number, they have a dash and then a 1 at the  
8 end.

9 Q So if you did a relay case, if you were -- in this  
10 instance, if you were assigned to do a relay case the same time  
11 that you were assigned to do a half-day assignment, you'd have  
12 two COIs?

13 A Can you repeat the question?

14 Q Oh, yeah. If you were assigned to do a relay case the  
15 same day that you were assigned to do a half-day assignment or  
16 a half-day session, would you have two COIs?

17 A Correct.

18 Q Okay. And this day I was going to have three COIs.

19 A I'd like to turn your attention to page 3 of this email  
20 exchange. Did you -- is this your response? Or did you  
21 decline the case?

22 A On page 3, I'm asking Francis Rios if she is going to go  
23 to pay me for the relay case, extra for my full day.

24 Q And what did she say?

25 A No. That I was already going to be paid for the full day



1 and that any time additional. If I go over eight hours, then  
2 it would pay me a little bit more.

3 Q So did you decline the relay case?

4 A Yes, I did. At the bottom of page 3.

5 Q And when you declined it, what -- that relay case was to  
6 be assigned for the afternoon; is that right?

7 A At 2:00, yes.

8 Q At what date was the relay case assigned for?

9 A It was for June 23rd, 2016.

10 Q And just going back to page 3 of 4, at the bottom, what  
11 date and time did you decline this case?

12 A June 17, 2016.

13 Q At what time?

14 A At 8:16 a.m.

15 Q I'd like to refer you to what has been marked as GC  
16 Exhibit 66.

17 And what -- this first email, who is it from?

18 A Haroon Siddiqi.

19 Q What date was it sent?

20 A June 17, 2016.

21 Q What time was it sent?

22 A 8:46 a.m.

23 Q And what does this -- what is he doing here?

24 A He reassigned my full day on 6/23/2016, morning and  
25 afternoon case.

1 Q Did -- when you declined the relay case, had you declined  
2 any cases in the morning of June 23rd, 2016?

3 A I don't understand your question.

4 Q When you declined the relay case, had you declined any  
5 other cases?

6 A No. Just the relay case.

7 Q And were you already assigned to this case in the morning,  
8 on GC Exhibit 66, this first one at 8:30 a.m.?

9 A Yes. I was assigned a full day.

10 Q So he de-assigned these cases, did he give you a reason?

11 A May I make a correction?

12 Q Yes.

13 A I stated that I was assigned a full day on this one. I  
14 was assigned a full day, and she wanted to give me a relay  
15 case.

16 Q Right.

17 A It was a three in one -- three in two.

18 Q So in this case, it reassigned your entire day, in GC  
19 Exhibit 66?

20 A He took away my full day, my regular full -- my regular  
21 Spanish full day.

22 Q And had you already confirmed for this full day of cases?

23 A Yes, I confirmed them.

24 Q Did Mr. Siddiqi give you an explanation as to why he took  
25 away these cases?

1 A Yes.

2 Q Is his explanation on page 3 of this email?

3 A Yes, it is.

4 MS. HADDAD: Your Honor, I move to admit GC Exhibit 66 to  
5 evidence.

6 MR. ROBERTS: No objection.

7 JUDGE ROSAS: 66 is received.

8 **(General Counsel Exhibit Number 66 Received into Evidence)**

9 Q BY MS. HADDAD: Now, just looking at --

10 MS. HADDAD: Oh, and also 65 I move to admit.

11 MR. ROBERTS: No objection.

12 JUDGE ROSAS: As well.

13 MS. HADDAD: Thanks.

14 **(General Counsel Exhibit Number 65 Received into Evidence)**

15 Q BY MS. HADDAD: Also, I'd like to refer you on page 2 of  
16 this email.

17 Do you forward this email reassignment and your response  
18 to any other interpreter?

19 A Yes, to Hilda Estrada.

20 Q Okay. Did you tell other interpreters besides Ms. Estrada  
21 about what had happened with this relay case?

22 A Oh, yes, of course. We all mentioned it.

23 Q And were these conversations with person or --

24 A Yes. And I know who they reassigned them to.

25 Q And how do you know -- who did they reassign them to?

1 A They reassigned them to Odalys Dominguez.

2 Q And how do you know that she -- do you know -- how do you  
3 know that SOSI reassigned these cases to her?

4 A Because we were commenting right while we were having  
5 lunch, and she told me, "Oh, so those are the cases that I  
6 just -- that I was just assigned to."

7 Q Was she reassigned both the morning and the afternoon?

8 A Yes.

9 Q And where were you when you had this conversation?

10 A In the lunch.

11 Q And was it -- were you working downtown during this day  
12 when you had this conversation?

13 A Yes.

14 Q I'd like to refer you -- excuse me. I'd like -- I'd like  
15 to refer you to GC-67.

16 Are you cc'd on this email?

17 A Yes, I am.

18 Q And who is this email from?

19 A It's from Hilda Estrada.

20 Q Who is it to?

21 A SOSI.

22 Q And are there other interpreters cc'd on this email?

23 A Yes. Francis Rios and Haroon Siddiqi.

24 Q Well, no, other interpreters.

25 A Oh, interpreters? Yes.

1 Q You don't have to name them, but do you recognize --

2 A But there's several of us, yes.

3 Q Okay.

4 A There's many of us.

5 Q Okay. And what is this email about? Do you know?

6 A This email is about what had happened to me with full-day  
7 Spanish, regular Spanish, plus the relay case. I was very  
8 upset, and we were talking about it during lunch, and some  
9 other interpreters were bringing up things that were happening  
10 to them also, that they didn't mention it before; so Hilda  
11 Estrada and Angel Garay stated they were going to send an email  
12 to Claudia Thornton to see if we could find out the changes,  
13 what the -- you know, the policy changes that SOSI had done  
14 that we were not notified -- we didn't know anything.

15 Q Well, so this email is first to Haroon Siddiqi and Francis  
16 Rios, this first page of the email.

17 A Okay.

18 Q And is this about the relay case reassignment? This is on  
19 GC-67.

20 A Yes, it is.

21 Q Okay. Were you cc'd on all of the other emails that  
22 follow every page after this, as far as you're aware?

23 A I believe I'm cc'd on all of them.

24 Q Okay. And are these all a discussion between -- as far as  
25 you know between Hilda Estrada and, it looks like, Claudia

1 Thornton and other interpreters about the relay cases?

2 A But it also went to Haroon Siddiqi and Francis Rios.

3 Q But was this entire email chain about the --

4 A It was about the relay.

5 Q Okay.

6 MS. HADDAD: Your Honor, at this time I'd like to move to  
7 admit GC-67.

8 MR. ROBERTS: No objection.

9 JUDGE ROSAS: 67 is received.

10 **(General Counsel Exhibit Number 67 Received into Evidence)**

11 Q BY MS. HADDAD: Your contract expired on August 31st,  
12 2016; isn't that right?

13 A Yes.

14 Q Were you given a contract extension by SOSI in August  
15 2016?

16 A Not in August.

17 Q I'd like to refer you to what is GC Exhibit 68.

18 Do you recognize these emails?

19 A The one that I sent Ms. Thornton?

20 Q Yes.

21 A Yes.

22 Q And what is Ms. Thornton's reply?

23 A That they were not extending my contract.

24 Q Did they give any reasons?

25 A No.

1 Q What's the date of this email?

2 A She replied on August 24th, 2016.

3 Q Was anything said about your work product or quality of  
4 work in -- at this time?

5 A Not at all.

6 MS. HADDAD: Your Honor, I move to admit GC Exhibit 68.

7 MR. ROBERTS: No objection.

8 JUDGE ROSAS: 68 is received.

9 **(General Counsel Exhibit Number 68 Received into Evidence)**

10 Q BY MS. HADDAD: I'd like to refer you back to your COIs  
11 very quickly. It's the big chunk on the right. It's the big  
12 stack of documents.

13 A To my COIs?

14 Q Yes.

15 A At the very back there should be a tab at the bottom. And  
16 I think everyone's versions have been tabbed.

17 And it's -- oh, it's GC Exhibit 49 -- I'm sorry -- not GC  
18 Exhibit 40.

19 Do you see this tabbed for August 11th?

20 A Yes.

21 Q Now, there are some comments down at the bottom. Who  
22 writes those comments?

23 A The judges.

24 Q And what's the comment here?

25 A Excellent job.

1 Q Who wrote this comment?

2 A The judge.

3 Q Was this for a case that you had -- that you had  
4 interpreted for?

5 A Yes. I had several comments from several judges and in  
6 person.

7 Q And -- so this isn't the only comment you've ever  
8 received?

9 A Oh, no. I've received many comments.

10 Q And this case you had interpreted for how many hours, it  
11 looks like?

12 A From 8:30 to 11:50.

13 Q What's the date of -- that you interpreted this case?

14 A August 11, 2016.

15 Q Okay. Thank you. Is this the first time since you  
16 started working at the EOIR court since -- I believe you said,  
17 2005 --

18 A Yes.

19 Q -- that you had not had your contract renewed?

20 A Yes.

21 Q Was there any way for you to be able to work at the EOIR  
22 since SOSI did not renew your contract or did not give you an  
23 extension at this time?

24 A I couldn't work -- I couldn't work for them anymore. I  
25 need to go through SOSI.



1 Q Did you take part in demonstrations outside EOIR in  
2 Downtown Los Angeles on August 25th and August 26th, 2016?

3 A Yes.

4 Q Was the media present, or were there any -- do you  
5 remember?

6 A Yes. I believe there was, yes. A couple of them.

7 Q Were there other interpreters present?

8 A Yes, we were about 15, and then some other interpreters  
9 came from different courts to support us.

10 Q Do you recall if interpreters were talking about this  
11 demonstration on the Whatsapp text message group?

12 A I believe so. It wasn't a secret.

13 Q Okay. And did you hear from SOSI again in September of  
14 2016?

15 A Yes, I did.

16 Q I'd like to refer you to what has been marked as GC  
17 Exhibit 69.

18 What's the date of this email?

19 A September 14, 2016.

20 Q And who is it from?

21 A Haroon Siddiqi.

22 MS. HADDAD: Your Honor, may we go off the record briefly?

23 JUDGE ROSAS: Okay.

24 MS. HADDAD: Can I just use the bathroom very quickly?

25 JUDGE ROSAS: Sure.

1 (Off the record at 12:35 p.m.)

2 Q BY MS. HADDAD: I think I had referred you to GC Exhibit  
3 69.

4 A Yes.

5 Q So I believe you testified that this is from Haroon  
6 Siddiqi; is that right?

7 A Yes.

8 Q Was this sent to you after your contract extension had  
9 been denied?

10 A Yes.

11 Q What is -- what is he doing in this email?

12 A He's giving me what I'd call a full week of work.

13 Q Scheduled for what date?

14 A September 19, 2016 through September 23rd, 2016.

15 Q Did you respond to this email?

16 A Yes, I did.

17 Q Is this on the same email chain?

18 A Yes.

19 Q And what was your response?

20 A That I thought he was making a mistake, that I had not --  
21 they had not given me an extension. I was out of contract.

22 MS. HADDAD: Your Honor, I move to admit GC-69.

23 MR. ROBERTS: No objection.

24 JUDGE ROSAS: 69 is received.

25 **(General Counsel Exhibit Number 69 Received into Evidence)**

1 Q BY MS. HADDAD: Please refer to GC-70.

2 Is this the email that Mr. Siddiqi sent you after you  
3 responded?

4 A Yes.

5 Q And basically, in your own words, what does it say?

6 A Well, he thought that I had already received an extension.

7 Q Did he tell you anything else about your extension?

8 A That he would look into it and get back to me.

9 Q And did he get back to you -- what's the date of this  
10 email?

11 A September 15, 2016; and he was also told to assign me  
12 cases.

13 Q So did you -- did you get an extension that day?

14 A Part of it was done through emails and part of it was done  
15 over the phone, and I just really thought that he had made a  
16 mistake. I called him and he told me that he was under the  
17 impression that I had already received work and that he was  
18 told to assign me cases right away.

19 Q So did you receive an extension from SOSI on this date?

20 A Yes. He told me he would look into it, and right away, I  
21 received an extension. And he wanted me to confirm the cases  
22 for the following week, if I was able to work.

23 Q So for GC Exhibit 70, did you -- is this your  
24 confirmation? Is the second and third page your confirmation  
25 and his acceptance?

1 A Yes.

2 MS. HADDAD: Your Honor, did I move to admit GC-70?

3 MR. ROBERTS: No objection.

4 JUDGE ROSAS: 70 is received.

5 **(General Counsel Exhibit Number 70 Received into Evidence)**

6 Q BY MS. HADDAD: I'd like to refer to you GC-71.

7 Is this -- what is this?

8 A This is my extension.

9 Q Was this sent to you on the same day that you spoke with  
10 Mr. Siddiqi?

11 A Yes. While we were talking on the phone, I was receiving  
12 emails, I was printing.

13 Q Is this your signature on the bottom?

14 A Yes.

15 Q Did you submit this to SOSI?

16 A Yes, right away.

17 MS. HADDAD: Your Honor, I move to admit GC Exhibit 71.

18 MR. ROBERTS: No objection.

19 JUDGE ROSAS: 71 is received.

20 **(General Counsel Exhibit Number 71 Received into Evidence)?**

21 Q BY MS. HADDAD: Now, did you -- did you accept any other  
22 cases? Were you assigned any other cases by Mr. Siddiqi aside  
23 from this week of cases?

24 A Yes. It was a Thursday afternoon, and he also assigned me  
25 a case for the following day in Arizona, which I needed to

1 leave that same afternoon.

2 Q Is this GC Exhibit 72? Is this that case assignment?

3 A Yes.

4 Q And did you accept this?

5 A Yes, I did.

6 Q Okay.

7 MS. HADDAD: Your Honor, move to admit GC-72.

8 MR. ROBERTS: No objection.

9 JUDGE ROSAS: GC-72 is received.

10 **(General Counsel Exhibit Number 72 Received into Evidence)**

11 Q BY MS. HADDAD: Did you speak with anyone else from SOSI  
12 on this date, September 15th, 2016?

13 A Yes, I spoke with Mr. Martin Valencia.

14 Q And how did -- did you speak with him by email or by  
15 phone?

16 A By phone. We had three -- he called me three times.

17 Q Did -- and what -- why did he call you initially?

18 A Well, to start, everything started from at the end of  
19 August when I didn't receive my extension. I spoke to Mr.  
20 Angel Garay, and I just stated that I couldn't understand why I  
21 wasn't receiving an extension if I was always there, always  
22 available, on time, reliable.

23 Q And what did Mr. Garay tell you at the time?

24 A Mr. Garay told me that he was going to speak to Mr.

25 Valencia and some other people from SOSI that were going --

1     that were here in town. So he did that for a couple of days, a  
2     couple of weeks. And he spoke to Mr. Valencia.

3     Q     You were present when he spoke to Mr. Valencia?

4     A     Of course not, no. And Mr. Valencia needed to check why I  
5     wasn't given an extension higher up in SOSI's office.

6     Q     Mr. Garay told you this?

7     A     Yes. And then he mentioned that Mr. Valencia would call  
8     me.

9     Q     So on this date that you were given the extension, Mr.  
10    Valencia called you?

11    A     Yes.

12    Q     Why did he says he was calling?

13    A     He called me to let me know that I was -- should have  
14    received my extension a couple of weeks ago, but he was calling  
15    to let me know, and he wanted to talk to me about a complaint  
16    that had been done about me. But it was just among SOSI,  
17    inside SOSI, which we -- I never heard anything about. And it  
18    wasn't that anyone complained at EOIR about me.

19    Q     Did he cite to this complaint as the reason you hadn't  
20    been given your extension?

21    A     He was informed, when he called his office higher up, he  
22    was informed that it was one of the reasons that I did not  
23    receive an extension was because I had declined to do a relay  
24    case, the 243.

25    Q     The 243, is that that relay case you testified about

1 earlier which Francis Rios had tried to assign?

2 A Correct. That was -- that's the case.

3 Q Did he -- what did he say about this relay case -- or what  
4 did he say about this issue, this complaint?

5 A He just told me that there was a complaint done among  
6 SOSI's coordinators or programming or whoever they complain to.  
7 It was internally, and he explained to me that was one of the  
8 reasons; so I explained to him the whole scenario, how it  
9 happened from beginning to end, and he told me that was one of  
10 the reasons that I didn't receive it.

11 Q Well, I'm going to ask you about some of the other  
12 reasons, but just about this relay case, what did you -- what  
13 else -- what did you say about it in response?

14 A I told him that I didn't know that SOSI had changed their  
15 policies or protocol or their instructions -- whatever they  
16 want to call it -- if they don't inform us, their employees,  
17 how to follow their instructions, if they change them every  
18 time -- I did several relay cases, and Francis Rios knew that  
19 she could always count on me on taking a relay case. If they  
20 change them, that I work all day and still have to take a third  
21 COI and not get paid for it. I had no idea that was my  
22 obligation now to do. If I don't get any more instructions,  
23 how am I supposed to know?

24 Q And what did Mr. Valencia say when you told him this?

25 A He said that that's what he was informed, that I had

1 complained. I had complained so -- he said that I did a lot of  
2 fuss about it here in Los Angeles, that Hilda Estrada and Angel  
3 Garay had sent letters. Like, well, yes; but you guys never  
4 responded. Claudia Thornton answered, but she never answered  
5 the question.

6 Q What, if anything, did he say about sharing policy changes  
7 with interpreters?

8 A He said that SOSI couldn't change any policy changes with  
9 us because we would immediately bring up our attorneys. As you  
10 see now, you guys now have the NLRB with you.

11 Q Did he say this to you directly over the phone?

12 A Yes.

13 Q You mentioned that this was one of -- this was one reason  
14 why he told you you had been -- you had not been given an  
15 extension.

16 A Yes.

17 Q What were some of -- what was another reason?

18 A Another reason was because I had given a press interview,  
19 which I never did. He mentioned -- because I had been  
20 unionizing, he -- and I told them I was, and it was just to  
21 improve our working conditions. He also mentioned that it was  
22 because of the protests, that SOSI had pictures of everyone  
23 that were protesting on the 25th and the 26th.

24 Q Of August?

25 A Yes. Of August. And I told him -- he goes, "Why did you



1 do it?" I said, "You know what? I was already fired." I go,  
2 "Why wouldn't I? I just want to be respected. If we do a good  
3 job, you guys look good."

4 So I asked him, I go, "I'm proud of what I did, and I  
5 would do it again."

6 Q If -- just a question about the press interviews that you  
7 mentioned. You said you had never done a press interview  
8 but --

9 A When he mentioned it in September, I had never done a  
10 press interview.

11 Q Had other interpreters done press interviews?

12 A I believe one of my colleagues, Patricia Rivadeneira.

13 Q Okay. Did -- when he -- just going forward, you mention  
14 that, for the demonstration, that SOSI had pictures --

15 A SOSI had someone taking pictures of everyone that was out  
16 there because they want -- they knew about it, but they wanted  
17 to know so they could identify who was who?

18 Q Did he tell you this over the phone?

19 A No. We heard that when we protesting. Someone was there.

20 MR. ROBERTS: Objection. Objection. Move to strike.

21 JUDGE ROSAS: Sustained.

22 MS. HADDAD: Okay.

23 Q BY MS. HADDAD: What, if anything, did he say about a data  
24 breach? Did he say anything about that?

25 A He said that someone had informed him in SOSI that I

1 had -- went into their website and put someone's information in  
2 another website, which I had no idea what he was talking about.  
3 I told him that the only thing that I could recall was my  
4 extension. I shared it with four of my colleagues. But I had  
5 no idea what he was talking about. And I asked him, "You  
6 should have your people do the work correctly because they  
7 start accusing."

8 Q And what did -- what did say, if anything?

9 A That he would look into it. He goes, "They're stating it  
10 came out of your computer." I go, "You know what? I'm not  
11 that good at the computer." I go, "I really don't even know  
12 how to do it."

13 Q Okay.

14 A So I had no idea, you know. I mentioned to him a couple  
15 of things. He wanted to mention the problems SOSI had with the  
16 Spanish interpreters or the interpreters in LA, and the only  
17 thing he would repeat several times was that they couldn't give  
18 us new instructions, policy changes, anything because we would  
19 need to bring up our attorneys. And he mentioned twice that  
20 that was the reason why we had the NLRB. "Look at what you  
21 guys have now, the NLRB."

22 I mentioned to him a couple of things that I believed he  
23 should really look into his -- the coordinators that were very  
24 rude. They were very respectful. They had no consideration if  
25 you were ill, sick, or if you had an emergency that they

1     could -- or you could ask one of your colleagues to cover your  
2     cases. They were just -- they treated us like they were  
3     kicking you around.

4     Q     So all of this happened in one phone call?

5     A     We had a lengthy call, then he needed hang up because he  
6     had another call that came in. He would call my right back. I  
7     don't know if it took him 15, 30 minutes. While he was doing  
8     that, I was on the phone and emailing and sending back my  
9     extension, printing my confirmation on all my cases.

10    Q     And so --

11    A     Packing because I was leaving in less than two hours.

12    Q     So if -- if you were getting your extension, why was Mr.  
13    Valencia bringing all this up? Do you know?

14    A     Well, he wanted to let me know and welcome me back to  
15    SOSI, but he didn't want to bring some problems that SOSI had  
16    with me. And one of them was the relay; the other one was  
17    the -- something about some information that I had done on my  
18    computer.

19           And when the relay case came up, I asked, "I didn't see  
20    SOSI having any trouble when in February they assigned me to a  
21    relay case which I confirmed and I accepted." And after I had  
22    done all that, it was two and one. It was the same interpreter  
23    and the same Cheta (phonetic) interpreter for two different  
24    judges. Which they should have sent two different interpreters  
25    two different judges.

1 Q How did this conversation end? I mean, the second --  
2 after he called you back?

3 A He called me back, and we touched bases again. We hope  
4 over the same things. I just asked me he should, you know,  
5 really look into the coordinators. Like, you know, people --  
6 if we work in a friendly manner, and if they show at least a  
7 little bit of respect, we would make them look much better.  
8 And he welcomed me back. He was very nice.

9 Q How long did these two conversations last, approximately?

10 A They last for about an hour and a half to two hours. I  
11 did make a couple of comments of -- what's his name? Steven  
12 Iwicki, the new guy that came into SOSI. I think he's the vice  
13 president on a little group.

14 Q Who brought up Mr. Iwicki?

15 A I don't know if he did or I did because we spoke a couple  
16 of things about this person. At the end the only thing -- he  
17 mentioned something about him. He mentioned that we had given  
18 him such a bad headache going back and forth with the  
19 negotiations the year before that he didn't want to do it this  
20 year. So he -- that's why they hired Steven Iwicki and a small  
21 group. I think he's the vice president of I don't know what.

22 Q Have you ever met this -- had you ever had communications  
23 with Mr. Iwicki?

24 A No. We were just commenting that he came up to the  
25 negotiations, which there was no negotiation -- it was just put

1 a rate and no minimum hours.

2 Q What, if anything, during this phone call did Mr. Valencia  
3 say about other interpreters?

4 A Can you repeat the question?

5 Q Oh, yes. What, if anything, during his first two phone  
6 calls did Mr. Valencia say about other interpreters?

7 A Mr. Valencia stated that -- that other interpreters were  
8 -- that one of the reasons that I was not -- that I didn't  
9 receive any attention was because of the protest. But I told  
10 him that there were other interpreters protesting and that they  
11 had received extensions and they were there for two days just  
12 like I was.

13 Q Okay. This -- these conversations, were they in English  
14 or in Spanish?

15 A Mostly in English. Sometimes we went back and forth into  
16 Spanish.

17 Q Was that the last time you spoke with Mr. Valencia that  
18 day?

19 A No. Before we hang up, he welcomed me back again, was  
20 very polite, very nice. I told him I had submitted everything  
21 and I had confirmed all the cases and that I needed to go  
22 because I needed to leave to the airport.

23 Q And so did you hear from him again that day, or was that  
24 it?

25 A No. He called me back maybe about 30 minutes later.

1     Forty, 45. I had ran to the ATM to get some money out to pay  
2     for the taxis, and he called me when I was just leaving toward  
3     the airport.

4     Q     And why did he call you?

5     A     He called me to cancel my extension. He had got back to  
6     his office, and he had mentioned it to one of Mr. Iwicki's  
7     group. I believe they went ballistic. Someone was very upset,  
8     and they told him to call me, cancel. They didn't want me to  
9     work for SOSI. I was --

10           MR. ROBERTS: Objection.

11           JUDGE ROSAS: Sustained.

12           MR. ROBERTS: Is this testimony about --

13           JUDGE ROSAS: This is --

14           MR. ROBERTS: Not what he was saying.

15           JUDGE ROSAS: -- with respect to someone that is not going  
16     to testify?

17           MS. HADDAD: Well, Your Honor, I think she's testifying as  
18     to what Mr. Valencia told her.

19           JUDGE ROSAS: Oh, Valencia?

20           MS. HADDAD: Yeah.

21           THE WITNESS: Mr. Martin Valencia.

22           MR. ROBERTS: Well, I thought she was testifying about how  
23     she interpreted it as opposed to what he was saying.

24           JUDGE ROSAS: Well, rephrase.

25           MS. HADDAD: May I ask a clarifying question?

1 JUDGE ROSAS: Go ahead.

2 Q BY MS. HADDAD: Did Mr. Valencia use the word ballistic  
3 when you said you believed that someone had gone ballistic?

4 A No. I told him, "Oh, so someone went ballistic." He  
5 goes, "They were very, very, very upset."

6 Q And what, if anything, did Mr. Valencia tell you about why  
7 they -- whoever it was didn't want you to have your extension?

8 A It was one of the -- someone from the group of Mr. Iwicki.  
9 They were very upset. They didn't want me working at SOSI, and  
10 I was one of the eight that they didn't want me working at  
11 SOSI.

12 Q Did Mr. Valencia use that phrase, "one of the eight"?

13 A Yes.

14 Q And did he say why you were -- they didn't -- why SOSI  
15 didn't want these eight people working there?

16 A I -- no. He didn't mention that. I asked him, "So now  
17 you have me on a blacklist?" He said, "No. I didn't state  
18 that." He just said, "You're one of the eight that SOSI does  
19 not want working at SOSI."

20 Q And did he say who the other seven interpreters were?

21 A No. He didn't have to.

22 Q Okay. So how did the phone call end?

23 A He was very nice, and he apologized several times. He  
24 said if it was up to him, he would have given me the extension.  
25 He knew what kind of work I did.

1 Q Did he say positive things about the kind of work you did?

2 A Yes, he did. And he was very polite, and he apologized  
3 multiple times.

4 Q What, if anything, was said about the cases that Mr.  
5 Siddiqi had assigned to you?

6 A I told him that I would email Mr. Siddiqi right away so he  
7 could reassign these cases. And he told me there was no time  
8 left for any reassignment. They were probably going to be all  
9 no-shows.

10 Q Do you know personally whether SOSI gets charged in a  
11 situation where there's a no-show?

12 A I believe, if it's a regular courtroom, somewhere in the  
13 15 hundred per case. And if it's a detention center, if I'm  
14 not mistaken, it's \$2,500.

15 Q Okay. How long did this conversation with Mr. Valencia  
16 last, this last one?

17 A The last one, anywhere between 15 to 30 minutes, 20  
18 minutes.

19 Q And I'd like to refer you back to GC Exhibit 72.

20 Did you -- on the last page, September 15th, 2016, is this  
21 your email to Mr. Siddiqi letting him know that you can't work  
22 those cases anymore?

23 A Yes.

24 Q Now, did you have any more contact with Mr. Valencia after  
25 this?



1 A Yes, I did. That same -- in the last call, I asked him.  
2 The same way he had given me an extension, I would ask him to  
3 please send me my extension with the cancellation. You would  
4 crisscross it, put cancellation across, put your signature and  
5 the date, and please send it to me.

6 Q And --

7 A He agreed.

8 Q Did he ever send you your canceled extension?

9 A No. We emailed a couple of times. I believe we emailed  
10 until January.

11 Q Well, I'd like to refer you to GC Exhibit 73.

12 Is this your email part, the first of several email  
13 exchanges, where you asked for your canceled extension?

14 A Yes. And we had a couple of phone calls too.

15 Q And did he ever get you a copy of your canceled extension?

16 A No. He said it was coming but it was coming from a  
17 different department. It wouldn't have his signature, but I  
18 would receive it soon. But up to today, I've never received  
19 anything.

20 Q Okay.

21 MS. HADDAD: Your Honor, move to admit GC-73.

22 MR. ROBERTS: No objection.

23 JUDGE ROSAS: 73 is received.

24 **(General Counsel Exhibit Number 73 Received into Evidence)**

25 MS. HADDAD: So, Your Honor, I had labeled the GC Exhibit

1 74 that I'm not going to admit, so we're going to skip 74, if  
2 that's all right.

3 Q BY MS. HADDAD: I'd like you to look at GC-75.

4 Do you receive this letter?

5 A Yes.

6 Q And who is this letter from? Do you know?

7 A SOSI's attorneys.

8 Q When -- what's the date on this letter?

9 A October 6, 2016.

10 Q Now, this -- I'd like to refer you to -- just, basically,  
11 what is this letter telling you.

12 A That I --

13 JUDGE ROSAS: You can lead.

14 MS. HADDAD: Okay.

15 JUDGE ROSAS: You can lead her on this. I don't want her  
16 reading the letter.

17 MS. HADDAD: Okay.

18 Q BY MS. HADDAD: Is this letter about the contract  
19 extension links that you had received? I'd like to just refer  
20 you to the first page -- first paragraph -- first sentence of  
21 the second paragraph.

22 A Yes.

23 Q Okay. Had you ever forwarded any other interpreters  
24 information to anyone, to any of your colleagues?

25 A No. Like I stated before, the only thing I forward to my

1 colleague -- and there was four of them -- it was just my  
2 extension from a snapshot from my computer.

3 Q Okay.

4 A But this is something else. I have no idea.

5 Q So you only -- did you only share your own personal rates  
6 with your colleagues?

7 A Oh, definitely.

8 Q Okay. Did you respond to this letter?

9 A No. I -- first I tried to find out through my colleagues  
10 what were they talking about, and someone finally mentioned on  
11 the Whatsapp that they had a security breach, SOSI, but they --  
12 that they were blaming me and others because I wasn't the only  
13 one. Because you could see, like, passports, address, Social  
14 Security from other interpreters on their website. And I had  
15 no idea what they were talking about.

16 Q So you had never seen these?

17 A No. I saw them afterwards, when I was informed, because I  
18 started asking what was this letter about. And it just took  
19 me, like, might be an hour 30 minutes, and then we started --  
20 everybody started contacting me letting me know -- and they go,  
21 "Don't worry about it. Just send it to the attorneys. They  
22 had a security breach, and now they're blaming it on the  
23 interpreters."

24 Q Was there -- for your extension links that you had  
25 received, was there any information from anyone else on that

1 link as far as you knew, or was it just yours?

2 A No, no. It was just my information.

3 Q Okay.

4 MS. HADDAD: Your Honor, move to admit GC-75.

5 MR. ROBERTS: No objection.

6 JUDGE ROSAS: 75 is received.

7 **(General Counsel Exhibit Number 75 Received into Evidence)**

8 Q BY MS. HADDAD: After your contract -- after your  
9 extension was canceled, did you receive -- did you reply for  
10 unemployment insurance in California?

11 A Yes.

12 Q And was this with the EDD?

13 A Yes.

14 Q I'd like to refer you to GC Exhibit 76.

15 Is this -- what are these documents?

16 A This is just letting me know that I was going to receive  
17 unemployment from SOSI and Lionbridge.

18 Q Okay. And did -- do you know if SOSI challenged your  
19 receipt of unemployment insurance?

20 A I believe they did. What they did was, instead of  
21 challenging every single one, they just did one with my  
22 colleague Patricia Rivadeneira, which we all went with her.  
23 But the judge said he didn't need to hear from us.

24 Q So multiple interpreters filed for unemployment?

25 A Oh, yes.

1 Q And did -- in order to get unemployment from California,  
2 did EDD clarify you as an employee?

3 A Oh, yes.

4 MR. ROBERTS: Objection. I don't think there's any  
5 relevance.

6 JUDGE ROSAS: It's on a document?

7 MS. HADDAD: Actually, I'm not sure if it's on the  
8 document, on this document, Your Honor.

9 JUDGE ROSAS: Well, then it's definitely sustained.

10 MS. HADDAD: Okay. Your Honor, we will be -- we will be  
11 admitting several EDD documents.

12 JUDGE ROSAS: Okay.

13 MS. HADDAD: They're all the same.

14 JUDGE ROSAS: Okay.

15 MS. HADDAD: So we might take judicial notice that -- that  
16 she was clarified as an employee by EDD.

17 Move to admitted GC Exhibit 76.

18 MR. ROBERTS: Objection. It's totally irrelevant what the  
19 California EDD, how it viewed her --

20 MS. HADDAD: One -- before I answer that objection, it  
21 does state that the plaintiff was found to be a common law  
22 employee per section 621 on page 2 in the investigation  
23 response.

24 And, Your Honor, it's -- this follows the common -- we  
25 expect that you'll give it the weight that it deserves. This

1 follows the common law -- it shares several factors with NLRB's  
2 common law, and there is a more detailed decision that we will  
3 be admitting through another witness where we think it at least  
4 informs on the issue of employee status. And that decision  
5 from the EDD will explain several of the factors that we will  
6 be relying on as well.

7 And California also uses the same risk statement factors  
8 as the NLRB.

9 MR. ROBERTS: Anybody else? Okay. It's --

10 JUDGE ROSAS: I understand your objection, Mr. Roberts.  
11 Board law, however, tends to support the receipt of such  
12 documents as part of the record for consideration to the extent  
13 that they may or may not be helpful in the findings of the --  
14 the findings of another agency, of course, especially a state  
15 agency are not in any way binding on the National Labor  
16 Relations Board. But I'll look at the document and see if it's  
17 of any use in arriving at my findings. Overruled.

18 MS. HADDAD: So move to admit.

19 JUDGE ROSAS: General Counsel 76 is received.

20 MS. HADDAD: Thank you.

21 **(General Counsel Exhibit Number 76 Received into Evidence)**

22 Q BY MS. HADDAD: So at the time that you entered into the  
23 contract -- into your contract with SOSI, did it state that you  
24 were -- and I believe you might -- oh, no. Did it state that  
25 you were an independent contractor?

1 A Yes.

2 Q And what, if anything, did you consider that the term --  
3 what the term independent contractor meant?

4 A At that moment I didn't pay much attention to it. The  
5 only thing we were worried because from what SOSI was doing was  
6 throwing us under the bus and getting new people, paying them  
7 nickels and dimes with no minimum hours. We were going to lose  
8 our jobs after being there 10 -- I was there for, what, 10  
9 years and a half. Some were 16, 15 years, and this company  
10 just comes along and you're out of a job.

11 Q And for those 10, 15 years, do you know if you were always  
12 classified as an independent contractor?

13 A Yes, but I really didn't pay too much attention to it  
14 because I knew I could count on my job. I was there. I didn't  
15 have a problem.

16 Q And did you -- do you know --

17 A Well, what I mean not having a problem --

18 JUDGE ROSAS: There's no question.

19 MR. ROBERTS: Objection -- okay.

20 Q BY MS. HADDAD: So do you now believe differently? I know  
21 that you say that you didn't really have a problem with it, but  
22 do you now believe that you're an employee or an independent  
23 contractor?

24 MR. ROBERTS: Objection.

25 JUDGE ROSAS: You can answer that, yes or no.

1 MS. HADDAD: Well, I asked a compound -- I can --

2 JUDGE ROSAS: What's that?

3 MS. HADDAD: I asked a --

4 JUDGE ROSAS: Oh, then it's objectionable. Sustained.

5 MS. HADDAD: Okay.

6 Q BY MS. HADDAD: Do you now believe that you are an  
7 employee?

8 A Yes.

9 Q And what makes you believe that?

10 A After what we've been through, we realized that we have at  
11 least some rights. We could at least request for them to be  
12 respected.

13 Q Okay. And just one more question. Has SOSI since reached  
14 out to you to work for them? Or have you heard from SOSI at  
15 all?

16 A I have --

17 MS. HADDAD: Actually, Your Honor. Oh, well, I'd like to  
18 just lead with the document to save time, if that's okay?

19 JUDGE ROSAS: Okay.

20 MS. HADDAD: There's one more exhibit that I had not  
21 distributed at this point. Sorry.

22 Q BY MS. HADDAD: Did you receive this email?

23 A Yes.

24 Q And who is this email from?

25 A From someone from SOSI.



1 Q And what is this email, just briefly?

2 A Well, briefly, from what I understand it, it's just they  
3 want a list to prove to the DEA that they have enough  
4 interpreters to cover because they're trying to get this  
5 contract, just like they did to us at EOIR.

6 Q So is this a contract for the DEA?

7 A Yes.

8 Q And does it have a letter of commitment on the back, on  
9 the last page?

10 A Yes.

11 Q Okay.

12 MS. HADDAD: Your Honor, I'd move to admit GC Exhibit 77.

13 MR. ROBERTS: Objection. I see no relevance whatsoever to  
14 this document.

15 MS. HADDAD: Your Honor, it shows that Ms. Portillo was  
16 still on their emailing list. She was still being offered as  
17 part of a -- she was still being offered offers of work. They  
18 wanted to include her on the list to gain a government  
19 contract. I think you can give it the weight it deserves.

20 JUDGE ROSAS: This may be completely out of left field,  
21 but why wouldn't we want it as part of the record in the event  
22 that, theoretically, they were finding a violation, then you  
23 had a compliance proceeding, and then there's a contention  
24 possibly on the part of the Respondent that the discriminatee  
25 failed to mitigate? Would it be relevant in a compliance

1 proceeding?

2 MR. ROBERTS: Yes, it would be relevant in a compliance  
3 proceeding, but typically, my understanding is the Board  
4 doesn't address compliance issues.

5 JUDGE ROSAS: This is not -- you are correct. You are  
6 correct. You are correct.

7 MR. ROBERTS: And as far as the fact that she received a  
8 letter, it's not an -- it doesn't rise to the offer of a job;  
9 it's just simply listing her as someone potentially available  
10 as a linguist. But in any event, I just don't think it's  
11 relevant to the issues in this case.

12 JUDGE ROSAS: So why is it relevant that she's still on  
13 their mailing list?

14 MS. HADDAD: Well, we don't know if she was still on the  
15 mailing list.

16 JUDGE ROSAS: Email list?

17 MS. HADDAD: On the email list. It's someone -- it goes  
18 to the potential -- it -- someone that -- who was contracted  
19 that they terminated for not being in line with the business  
20 values was then offered -- they wanted her information to then  
21 use to show that they had enough of a compliment of a work  
22 force to work for them. I think it goes to show pretense --  
23 pretext, sorry.

24 JUDGE ROSAS: Pretext? Because they're trying to -- by  
25 false pretense, you're saying that's evidencing pretext?

1 MS. HADDAD: Yes. I mean, it -- we think it shows that  
2 SOSI didn't want these -- at least this interpreter working for  
3 it, but it was still reaching out to her almost a year later.

4 MR. ROBERTS: Well, it's a completely different government  
5 program. I mean, SOSI does lots of defense contracts and  
6 they -- they're organized, each one is managed separately.  
7 It's not the same program. I mean, perhaps if it were the same  
8 program it would have relevance, but it's a completely  
9 different program, a completely different bidding process. I  
10 mean, the relevance seems so remote.

11 JUDGE ROSAS: I don't -- I'm trying to fathom how it might  
12 be helpful to the relevant findings in this case. I'm not  
13 putting my thumb on anything.

14 MS. HADDAD: I mean, it's just not typical that an  
15 employer who has removed an employee, effectively a  
16 termination, would then follow up with a -- not a job offer,  
17 but a letter of commitment to that employee, and we think it's  
18 relevant for that.

19 MR. LOPEZ: Your Honor, to the extent that Respondent's  
20 counsel is saying that it's a separate agency, there's nothing  
21 on the record saying that Ms. Portillo could no longer work for  
22 EOIR from EOIR.

23 JUDGE ROSAS: You know, it's alleged bargaining unit work.  
24 I don't know -- the agency doesn't mean anything to me at this  
25 point. It's work, so -- but I see it as irrelevant, and I'm

1 going to sustain the objection. We can put this -- General  
2 Counsel's Exhibit 77 will be deemed put into the rejected  
3 exhibit file.

4 **(General Counsel Exhibit Number 77 Rejected)**

5 MS. HADDAD: I have one more question.

6 Q BY MS. HADDAD: Ms. Portillo, have you -- were you ever  
7 disqualified -- or excuse me -- no, I have no further questions  
8 at this time.

9 JUDGE ROSAS: Charging Party, do you have anything?

10 MS. BRADLEY: One moment, Your Honor.

11 JUDGE ROSAS: Okay.

12 **DIRECT EXAMINATION**

13 Q BY MS. BRADLEY: Ms. Portillo, do you recall your  
14 testimony earlier regarding whether you had worked under your  
15 own name or under a DBA or other business organization name?

16 A Yes.

17 Q And was your previous testimony that you did use a  
18 business name for your Costco membership; is that correct?

19 A Yes, I changed it, yes.

20 Q Did you use that business name in any other capacity other  
21 than for your Costco membership?

22 A I don't think so, no.

23 Q Okay.

24 MS. BRADLEY: No further questions, Your Honor.

25 JUDGE ROSAS: Okay.

1           MR. ROBERTS: I would request any affidavits as well as  
2           the subpoena production from the Charging Party. And might we  
3           have a lunchbreak in combination with this, Your Honor?

4           JUDGE ROSAS: All right. Off the record.

5           (Off the record at 1:18 p.m.)

6           JUDGE ROSAS: All right. Let's go on the record. And  
7           before you start, I just want to give the witness an  
8           instruction. I give many witnesses frequently in these kind of  
9           instances, I notice in your responses to many of the questions  
10          previously that you go above and beyond what the question is  
11          asked for.

12          A long case like this, it's my job to try to kind of keep  
13          things tight. So you know, as much as attorneys might coach  
14          one in a deposition, I kind of give a similar instruction, just  
15          respond to the question as asked. If it seeks to elicit a yes  
16          or no, give a yes or no. If the attorney wants to take it  
17          beyond that, then you can extend beyond that. Oftentimes, you  
18          may not like the way the question is phrased, but the other  
19          sides, they're all very conversant with the case. So if  
20          something needs to be asked in a different way, they'll follow  
21          up and do it.

22          Otherwise your answer could be stricken as nonresponsive,  
23          okay?

24          THE WITNESS: Okay.

25          JUDGE ROSAS: All right. Thank you.

**CROSS-EXAMINATION**

1

2 Q BY MR. ROBERTS: Good afternoon, Ms. Portillo.

3 A Good afternoon, sir.

4 Q I want to make sure I -- I don't know, you may have said,  
5 but how long have you been doing interpreting work?

6 A For 28, 29 years.

7 Q And have you been in Southern California the entire time,  
8 that 28, 29 years?

9 A Yes.

10 Q Did you -- how did you become started in interpreting?  
11 How did you start doing that?

12 A I started working with a private investigator.

13 Q And what kind of interpretation work did you do for the  
14 private investigator?

15 A Sometimes I went with him for interviews. Sometimes it  
16 was a three-way call over the phone.

17 Q Did you have any -- had you had any training or schooling  
18 in interpreting at that point in time?

19 A No.

20 Q Okay. Did you at some point in time receive any kind of  
21 training or schooling in interpreting?

22 A Yes.

23 Q And when was that?

24 A I believe it was -- I'm not sure if it was 2004, 2005.

25 Q Okay. And was that with SCSI?

- 1 A No.
- 2 Q Who was it with?
- 3 A Southern California School of Interpretation.
- 4 Q Okay. And where was that located?
- 5 A Santa Fe Springs. I think it was borderline Santa Fe
- 6 Springs with Norwalk, somewhere around there.
- 7 Q How long was the course? What courses did you take and
- 8 for how long?
- 9 A I took the course of court interpreter.
- 10 Q And was that in person or online? How did you take it?
- 11 A In person.
- 12 Q Okay. And how long did it last, the program?
- 13 A I'm not quite sure. I believe nine months, a year.
- 14 Q And what kind of courses did you take in that program?
- 15 A I had terminology, several classes for terminology. I had
- 16 court proceedings.
- 17 Q Okay. Anything else you recall?
- 18 A I had sight; I had consecutive, simultaneous; and I can't
- 19 recall.
- 20 Q But those are different types of interpretation, sight,
- 21 simultaneous, and consecutive?
- 22 A Correct.
- 23 Q Did you take any -- have any kind of test or exam that you
- 24 took at the end of your course?
- 25 A Yes.

1 Q Okay. And what was the nature of that exam?

2 A To see if I was qualified, if I had passed all of my  
3 classes.

4 Q Okay. And was it a written exam, an oral exam?

5 A I believe it was a written. And the reason I can't recall  
6 is because we had a lot of oral examinations.

7 Q Okay. And did you receive some kind of either diploma or  
8 certificate of some type?

9 A Yes, I did.

10 Q And what did you receive?

11 A It was a certificate for court interpreting.

12 Q Okay. Had you done -- prior to that course or that  
13 program with Southern California School of Interpretation, I  
14 take it you had not performed interpretation work in any courts  
15 prior to that time?

16 A Can you please repeat the question?

17 Q Well, had you -- when did you first start interpreting in  
18 courts of any kind, actually doing interpretation work in a  
19 court?

20 A January 2005.

21 Q And was that with Lionbridge?

22 A Yes.

23 Q Okay. And that was shortly thereafter -- shortly after  
24 you had completed your program at Southern California School of  
25 Interpretation?



1 A I believe so.

2 Q When you started with Lionbridge, this was -- the courts  
3 that you worked in, are they the same courts that you continued  
4 to work in when SOSI became the contractor?

5 A Yes.

6 Q And that would be the 606 Olive Street and the -- what was  
7 the other address?

8 A 300 North Los Angeles.

9 Q Was that also known as the Federal Building?

10 A Yes.

11 Q That's a yes?

12 A Yes.

13 Q What did you do -- what did you have to do to become  
14 approved to be an interpreter through Lionbridge?

15 A I -- I'm certified through Lionbridge and DOJ  
16 Administrative. I took a test.

17 Q Okay. You took a test of some type. And was that a  
18 written test, an oral test, or both?

19 A Oral.

20 Q And that involved actually demonstrating that you could,  
21 in a qualified manner, interpret in a court type setting?

22 A Yes.

23 Q And who evaluated you or administered that test?

24 A Lionbridge.

25 Q Okay. And I take it you passed the test?

1 A Yes.

2 Q You passed it on the first occasion?

3 A Yes.

4 Q And is that when you were authorized at that point to  
5 start accepting assignments in the EOIR courts?

6 A No.

7 Q When were you -- did you have to do something else to  
8 become approved to interpret in the EOIR courts?

9 A Yes.

10 Q And what was that?

11 A I would go with one of the mentors, the liaisons, to  
12 observe.

13 Q Okay. And was that Angel or someone else?

14 A Someone else.

15 Q Do you recall who that was?

16 A Nancy De La Rosa.

17 Q Okay. And was she also an interpreter for Lionbridge at  
18 that time?

19 A Yes.

20 Q Okay. And so you observed someone else interpreting?

21 A Correct.

22 Q Okay. And then what was the next step that you had to do  
23 to get approved to actually do the interpretations on your own?

24 A Get security clearance.

25 Q Okay. And what did that involve? How did you do that?

1 A Fingerprints, picture.

2 Q And that was -- was that administered through Lionbridge  
3 or through the court system?

4 A Through Lionbridge.

5 Q Okay. And anything else that -- what else did you have to  
6 do to get approved?

7 A I was given terminology to study.

8 Q Okay.

9 A And prepare.

10 Q Okay. Did anyone at Lionbridge acquaint you with the  
11 courts and show you where everything was? And who was that?

12 A Nancy De La Rosa.

13 Q And did she show you the process for turning in your COIs  
14 and for getting them stamped and that type of thing?

15 A Yes.

16 Q Did she talk to you about the need to be there early  
17 enough to get through security and to get the COIs stamped 30  
18 minutes in advance?

19 A Yes.

20 Q Any other type of orientation that Nancy De La Rosa gave  
21 you apart from acquainting you with the -- kind of the layout  
22 of the court and the procedure to follow and getting your COIs?

23 A She just told me to study my terminology, and after I was  
24 done working to go to other courtrooms after I was dismissed if  
25 there was time, to go and sit in the back and observe and if

1     there was any word that came up, write it down, just so I could  
2     make my own glossary.

3     Q     Okay. And you did that I take it?

4     A     Oh, yes.

5     Q     Okay. And did you have to actually do a -- have someone  
6     evaluate you while you were interpreting before you could  
7     actually start doing them on your own?

8     A     She came in, I believe, and observed maybe five minutes,  
9     just a few minutes. She saw I was okay. She waved goodbye and  
10    walked out.

11    Q     Okay. While you were -- you worked over 10 years with  
12    Lionbridge or roughly 10 years or so; is that correct?

13    A     Yes, over 10 years.

14    Q     And during that time period, did Lionbridge evaluate you  
15    from time to time?

16    A     Oh, yes.

17    Q     And how frequently were you evaluated by Lionbridge?

18    A     Sometimes they would do it once a year, and sometimes they  
19    would do it twice a year.

20    Q     Okay. And did you have any understanding as to why they  
21    did those evaluations or what their purpose was?

22    A     Yes. After they evaluated us, they would come and talk to  
23    us, making sure we had everything we were supposed to because  
24    we were graded.

25    Q     Okay. When you first started with Lionbridge, did you

1 negotiate your rate structure? Or how was your rate structure  
2 set?

3 A They had -- they had, like, a small agency that they hired  
4 here in LA.

5 Q A small agency? I don't understand. How --

6 A Yes. Lionbridge got a third party who was distributing  
7 the work. I think it was called -- I can't remember the name.  
8 I'm sorry.

9 Q Did they have a subcontractor that they were using?

10 A Exactly.

11 Q Okay. And so did you actually work for a period of time  
12 through that subcontractor?

13 A Through them.

14 Q And at some point in time, did you cease to work through  
15 the subcontractor and work directly through Lionbridge?

16 A Yes.

17 Q And roughly how long did you work for the subcontractor,  
18 and then how long did you work directly through Lionbridge?

19 A I don't remember. It was a long time ago, but maybe a  
20 couple of years.

21 Q Through the subcontractor? Is that a yes?

22 A Yes.

23 Q And then the remaining time would have been directly  
24 through Lionbridge?

25 A Correct.

1 Q Okay. Did Lionbridge have an online portal of some type  
2 where you could access documents and get case assignments?

3 A Yes.

4 Q And how did that work?

5 A We needed to submit our COIs. We could see what we'd get  
6 paid through them. We could print our check stubs. If  
7 Lionbridge needed any signatures, any documents for us to sign,  
8 they would send in a notice and we would look there and submit  
9 whatever needed to be submitted.

10 Q Do you know whether that contained -- did you understand  
11 when you were working with both the subcontractor and the  
12 Lionbridge -- through Lionbridge that you were viewed as an  
13 independent contractor?

14 A I learned that down the road.

15 Q Did you -- but did you sign some type of contract or  
16 agreement with either the subcontractor and/or Lionbridge?

17 A Yes.

18 Q Okay. And were those documents maintained on that portal  
19 that you described?

20 A I don't recall if the contract was there or not.

21 Q All right.

22 A I haven't seen that in a long time.

23 Q When you left Lionbridge, or when Lionbridge ceased to  
24 have the contract, what was your rate structure at that point  
25 in time?

- 1     A     50 dollars an hour.
- 2     Q     Was there a minimum number of hours?
- 3     A     I don't remember. I don't think so.
- 4     Q     So you were on a flat hourly rate at Lionbridge?
- 5     A     At the end, yes.
- 6     Q     Were you ever on a session or half day or full day type
- 7     arrangement with them?
- 8     A     At the beginning.
- 9     Q     Okay. So when you first began with Lionbridge, you had
- 10    what kind of rate structure?
- 11    A     I believe, if I'm not mistaken, it was 140 for a session,
- 12    and 100 the second session, something like that.
- 13    Q     So for a half day, roughly 140 dollars, and if it was a
- 14    full day, the total would be 240 dollars, then?
- 15    A     Yes, that was in 2005.
- 16    Q     Okay. And at some point in time, they switched you to an
- 17    hourly rate?
- 18    A     Yes.
- 19    Q     And how long before you started -- or how long -- when,
- 20    roughly, did that occur?
- 21    A     To be honest, I really don't remember.
- 22    Q     Okay. I want to ask you some questions about some things,
- 23    and I want to know if there's any difference between the way it
- 24    was in Lionbridge and the way it was at SOSI. So the first of
- 25    these, the COIs that you used at SOSI, are they the same type

1 of document that you used at Lionbridge to document your time?

2 A Similar.

3 Q Okay. And the process for going to the clerk's office and  
4 getting stamped, your COIs stamped, and was that the same at  
5 SOSI as it was at Lionbridge?

6 A It was a little bit different.

7 Q In what way?

8 A When SOSI came in, we couldn't -- sometimes we couldn't  
9 get stamped before 30 minutes. And with Lionbridge, I was  
10 normally there 45 to an hour early. Sometimes they would stamp  
11 me in 45 minutes before.

12 Q So you're saying at Lionbridge that the clerks would stamp  
13 the COIs more than 30 minutes before?

14 A A little bit earlier, yes.

15 Q Okay. Any other difference in the COI process between  
16 Lionbridge and SOSI?

17 A Not on the 15th floor.

18 Q Well, was there some building or floor in which it was  
19 different?

20 A No, just when we would send our CORs to Lionbridge, it was  
21 different.

22 Q How did you submit them to Lionbridge, through the portal?

23 A At the end, but at the beginning we were -- there was  
24 three sheets, the pink, the yellow, and the white. The white  
25 one would stay in court. The yellow one would go to



1 Lionbridge. And we would keep the pink one for our records.

2 Q But at SOSI, that -- I don't know if the colors were the  
3 same, but you kept a copy, a copy went to SOSI, and a copy was  
4 left with the court?

5 A Only one copy was left with the court if it wasn't a relay  
6 case, and the rest were just -- they stayed with me because I  
7 uploaded them on the computer and submit them.

8 Q Okay. In terms of having to get there early enough to get  
9 through security, was that any different at Lionbridge than it  
10 was at SOSI?

11 A It's not that it was Lionbridge or SOSI. It depended what  
12 cases, what day of the week it was.

13 Q Were certain days of the week busier than others?

14 A Friday was the least busy.

15 Q Okay. And so it would take you less time to get through  
16 the security line on Fridays than, say, on Mondays?

17 A Fridays was the easy -- less time, and the rest of the  
18 week was very heavy.

19 Q Okay. In terms of bathroom breaks being -- I think you  
20 testified that you would ask the judge and the judge would  
21 either approve it or not grant it. Was that the same at SOSI  
22 and at Lionbridge?

23 A Sometimes.

24 Q How was it different, if at all, at Lionbridge?

25 A Through the years, we had a lot of judges that retired and

1 a lot of new judges came in.

2 Q Okay. But in terms of it being up to the judge's  
3 discretion, it was the same at Lionbridge as it was at SOSI?

4 A Yes.

5 Q Okay. And is that also true for lunchbreaks, the same at  
6 SOSI as it was at Lionbridge?

7 A Yes.

8 Q Okay. In terms -- were you allowed to swap cases at  
9 Lionbridge?

10 A It was a little bit easier.

11 Q In what way?

12 A If we informed our coordinator that we had a case covered,  
13 we would ask if they would approve it. As long as we had it  
14 covered, there was no problem.

15 Q And was that different than what you -- you had to seek  
16 approval in the same fashion at SOSI, correct?

17 A Yes.

18 Q I know you showed -- we had a picture or an exhibit with  
19 your badge at SOSI. Did you wear a badge at Lionbridge?

20 A Yes, I did.

21 Q And did it -- except for saying Lionbridge rather than  
22 SOSI, was it the same type of badge?

23 A Similar.

24 Q And did you have to wear it at all times when you were in  
25 the EOIR courts?

1 A I did.

2 Q Okay. The policy on not speaking to attorneys, not  
3 soliciting work at the courts, was that any different at  
4 Lionbridge than it was at SOSI?

5 A No.

6 Q Were you -- did you have a code of professional  
7 responsibility when you were at Lionbridge?

8 A Yes.

9 Q And was it similar to the one that you had at SOSI?

10 A Yes.

11 Q I want to now ask you about -- you testified a little bit  
12 about when you started with SOSI that you were part of the  
13 group that kind of engaged in negotiations with Martin Valencia  
14 and Claudia Thornton about the terms of your agreement,  
15 correct?

16 A Yes.

17 Q And as I understand it, the three kind of spokespersons  
18 for the group were Angel, Hilda, and Diana; is that correct?

19 A Correct.

20 Q But there were, I think your testimony, at least 15, maybe  
21 as many as 30 interpreters who were a part of that kind of  
22 group?

23 A And in the same room.

24 Q And you said that you had -- I wasn't quite clear. You  
25 had an office of some type across the street that was rented.

1 Who rented that office?

2 A It was -- we were approximately six, eight interpreters,  
3 Spanish interpreters who rented the lounge so we could have our  
4 meals and rest, take off our high heels.

5 Q Okay. And who paid for that?

6 A We did.

7 Q You split it up among yourselves?

8 A Of course.

9 Q Okay. And how long did you have that -- when did you  
10 first get that office? And did you continue to have it  
11 throughout your working for SOSI?

12 A Yes.

13 Q Okay. Now, how did you first become aware -- I mean, I  
14 know you had heard rumors and stuff about Lionbridge losing the  
15 contract, you testified to, and then at some point I think it  
16 became public knowledge that SOSI had acquired the contract.  
17 How did you -- what was your first contact with SOSI? Did you  
18 reach out to them, or did they reach out to you?

19 A I believe it was when we became a group and we started  
20 asking questions to some recruiters in SOSI before we received  
21 an email from Mr. Valencia.

22 Q Okay. Were you familiar with a recruiter for SOSI named  
23 Kaila Northcutt?

24 A I've heard her name.

25 Q Do you -- were you a participant in -- before the

1 discussions became involved with Martin Valencia, were there  
2 some discussions -- your group have some discussions with Ms.  
3 Northcutt in regard to what your demands were with respect to a  
4 contract?

5 A I recall some calls with the person you just named. I  
6 just can't pinpoint.

7 Q Okay. I want to show you something that I've marked for  
8 identification as Respondent's Exhibit 3, and I'm going to ask  
9 you to take a minute just to flip through it and see if you  
10 have any -- if you're familiar with any of this --

11 A Okay.

12 Q -- have any recollection of it. Just let me know once  
13 you've had a chance to flip through it and familiarize  
14 yourself.

15 A Okay. Just give us --

16 Q You don't have to read the whole thing quite yet, but just  
17 look and see if it's familiar in any fashion.

18 A Just give me a second.

19 Q Sure. Take your time. And are you familiar at all with  
20 this?

21 A Yes.

22 Q And I know you're not actually copied on these emails, but  
23 you -- were you part of the group that was involved in the  
24 discussions that are reflected in this -- in these emails?

25 A Yes, of course.

1 Q And did you -- well, you weren't copied on it. Did you --  
2 did Angel, Hilda, and her group share these emails with you and  
3 the rest of your group?

4 A Yes, of course.

5 Q So you would have seen these back at this time, correct?

6 A Yes.

7 Q Okay. And in the -- and the -- this, the first one on top  
8 -- well, it's one from Kaila Northcutt on September 16th, 2015,  
9 saying, thank you for sending me this draft. And what she's  
10 referring to is a September 12th, 2015, email setting forth the  
11 conditions or concerns of your group, correct?

12 A Yes.

13 Q And obviously, we can all read those concerns. But I want  
14 to ask you, just looking at it, does this list of 16 items,  
15 does that accurately reflect the concerns of the group and sort  
16 of your demands, if you will, as to what a contract should  
17 include?

18 A This is what we wanted to be included.

19 Q Right. Okay. And then there's an attachment of some  
20 type, page 3. If you look at that, that was something that was  
21 attached to the email; is that right?

22 MS. HADDAD: Objection, Your Honor. You wasn't cc'd on  
23 this email.

24 MR. ROBERTS: Well, she said she was familiar with it.

25 JUDGE ROSAS: What's the question?

1 MR. ROBERTS: I asked her -- she said she was -- the  
2 emails were shared with her. And I asked her if page 3 was an  
3 attachment to the email that precedes it.

4 JUDGE ROSAS: Do you recall receiving this document?

5 THE WITNESS: I could have been informed and read it at  
6 our lounge, but I don't remember receiving it.

7 JUDGE ROSAS: So you don't recall?

8 THE WITNESS: No.

9 JUDGE ROSAS: Okay. Next question.

10 Q BY MR. ROBERTS: The -- in terms of some of these -- I'm  
11 looking at page 1. I'd like you to look down at number 9, item  
12 number 9 -- well, number 7 first.

13 JUDGE ROSAS: Don't read from it. It's not -- are you  
14 offering it in evidence?

15 MR. ROBERTS: Yes. My -- I would offer this Respondent's  
16 3 as -- into evidence.

17 JUDGE ROSAS: Any objection?

18 MS. HADDAD: It wasn't -- none of the recipients or  
19 senders are testifying at this moment. I --

20 JUDGE ROSAS: Let me see.

21 MS. HADDAD: -- would object.

22 MS. BRADLEY: Yeah. I would also object --

23 MR. ROBERTS: But she's identified --

24 MS. BRADLEY: -- for the same reason.

25 MR. ROBERTS: -- it as -- and being familiar with it, that

1 she's -- it was shared with her. She was part --

2 MS. HADDAD: I believe -- I believe she --

3 MS. BRADLEY: Being familiar with the contents --

4 JUDGE ROSAS: Hold on. Hold on. Let's not testify.

5 Do you recall receiving this document?

6 THE WITNESS: I didn't receive it. I wasn't cc'd, but I  
7 was -- they spoke to me about this document in our lounge.

8 JUDGE ROSAS: This document itself, have you ever seen  
9 this before?

10 THE WITNESS: I don't remember, Your Honor. It was over  
11 two years ago.

12 JUDGE ROSAS: Okay. I'll restrict you to referring her to  
13 portions of it at the moment to the extent that it might  
14 refresh recollection.

15 MR. ROBERTS: Sure.

16 JUDGE ROSAS: Okay. At this time.

17 Q BY MR. ROBERTS: My question at this time is not what's  
18 written in here. I'm just going to ask you -- there's a -- but  
19 I will say in your discussions -- don't even worry about  
20 looking at the document right now. In your discussions that  
21 you participated in with either Ms. Northcutt or Mr. Valencia,  
22 was there discussion about the fact that the contract was  
23 nonexclusive and the contract interpreters would be allowed to  
24 seek work with other entities or agencies?

25 A Yes.



1 Q And that was something that was -- that the interpreters  
2 made clear was important to them that they have that ability,  
3 correct?

4 A I brought that up.

5 Q You brought it up. And had you -- prior to this  
6 discussion, had you seen or been sent a contract that was much  
7 longer and more detailed than the one that was ultimately  
8 agreed to?

9 A Yes. But it wasn't back in September.

10 Q Okay. So as of September, had you actually received any  
11 proposed contract from SOSI at that point in time?

12 A No.

13 Q Okay. So you were just discussing it with Ms. Northcutt  
14 and later with Mr. Valencia?

15 A Yes.

16 Q But you -- so you brought up this point about  
17 nonexclusivity. And what was the significance of that point  
18 from your perspective?

19 A I brought that up in a conference call with Mr. Valencia.

20 Q Okay. And what did you say about it?

21 A I asked him if SOSI assigns me Monday through Thursday,  
22 and on Friday I'm not assigned anything and I'm sitting at home  
23 watching TV, are you going to pay for my -- for my entire day?

24 Q Uh-huh. And his response was no, I take it?

25 A Exactly.

1 Q And what did you say that referenced the fact that it was  
2 nonexclusive?

3 A Then I told him it couldn't be exclusive.

4 Q Okay. And ultimately that was -- that nonexclusivity was  
5 included within the final agreement; is that right?

6 A In the final agreement.

7 Q Yes. Okay. With respect -- and again, did you, in any  
8 discussions you had with any -- with Ms. Northcutt or Mr.  
9 Valencia, did the subject of whether a case ran a minute past  
10 the fourth hour come up as to how you would be compensated for  
11 that?

12 A I believe that was brought with Mr. Valencia.

13 Q Okay. And what -- and was that brought up by the group  
14 that you were part of?

15 A Yes.

16 Q And do you remember who within your group brought that up?

17 A I don't recall who exactly.

18 Q Okay. But without regard to who, what did that person say  
19 about the group's position on that issue?

20 A I believe it was said that if you only had a morning  
21 session and you went over the fourth hour, they would pay you.  
22 I don't -- I'm not sure if it was 50 dollars per hour or you  
23 got a full-day's rate. I really don't know because it never  
24 happened to me.

25 Q All right. I would ask you to look at page 4 of this

1 exhibit and see if you ever -- if you've ever seen that page --  
2 that email before, the one that's dated November 1st, 2015,  
3 from Hilda Estrada to Martin Valencia and a couple of others.  
4 Have you seen that email before back at the time?

5 A I don't recall seeing it. I just saw so many.

6 Q Okay. And what about pages 5 and 6, where there's some  
7 handwritten strike-through and a note, please remove the .25?  
8 Have you -- did you see that back at the time?

9 A I remember seeing this, but not when they were talking to  
10 Kaila. Everything was when we were talking with Mr. Valencia.

11 Q Okay. And -- but this email, pages 4 and 5 and 6, are  
12 part of a November 2nd, 2015, email with Mr. Valencia?

13 A Yes.

14 Q So that would be consistent with your recollection?

15 MS. BRADLEY: Objection. There's no foundation.

16 JUDGE ROSAS: We're not really identifying the substance  
17 of this, so I'll allow the jousting. I don't know --

18 MR. ROBERTS: Is it --

19 JUDGE ROSAS: -- I don't know what it all means, but --

20 Q BY MR. ROBERTS: Is it consistent with your recollection?

21 A Can you please repeat the question?

22 Q Well, this -- you said you remembered the subject coming  
23 up not with Ms. Northcutt, but with Mr. Valencia. And I just  
24 noted that the email is with Mr. Valencia in early November.  
25 Does early November sound about right, timewise, in when this

1 subject came up?

2 A Yes. We were clarifying some things. We had just signed  
3 our contract.

4 Q Okay. All right. Thank you. I'll not be offering that  
5 right now. But in terms of -- if you could look back at -- I  
6 believe it's General Counsel's 48, is a single-page document  
7 dated November 20th, 2015. It concerns modification number  
8 0001, and it talks about the -- going over the four hours. Do  
9 you see that, 48?

10 A Yes.

11 Q And so you were asked the question whether you -- whether  
12 the group that you were participating in, whether they had any  
13 negotiations over this change, and you said, no, at the time.  
14 But in looking at the discussions in early November, isn't it  
15 true that the group did negotiate this change?

16 A Yes. I was there for the negotiations on our rates.

17 Q Okay. And -- but this specific change in General  
18 Counsel's 48, that was actually subject to the discussions you  
19 had with -- not -- your group had with Mr. Valencia is what  
20 resulted in that change, correct?

21 A Yes.

22 Q Okay. Thank you. All right. I want to ask you some  
23 questions about your -- you said that -- I know you have a  
24 business card, and you said that it was strictly for Costco.  
25 And I just want to make sure that I understood --

1 MS. HADDAD: Objection.

2 MS. BRADLEY: Objection. This states testimony.

3 MR. ROBERTS: Okay. Well, maybe not --

4 JUDGE ROSAS: Let him finish the question.

5 Q BY MR. ROBERTS: I'll rephrase it. You formed something  
6 or you -- maybe didn't form, but you had something called  
7 Portillo's Interpretation Services; is that correct?

8 MS. HADDAD: Objection. Mischaracterizes prior --

9 JUDGE ROSAS: Hold on.

10 MS. HADDAD: -- testimony.

11 Q BY MR. ROBERTS: I don't think it mischaracterizes, but  
12 you can correct me if I'm wrong. Did you have -- did you have  
13 a -- use a name in some fashion called Portillo's  
14 Interpretation Services?

15 A On my Costco application.

16 Q Okay. And was that in any fashion the business card that  
17 you provided pursuant to the subpoena? It simply says Spanish  
18 interpreter, Maria C. Portillo, and it has your cell phone  
19 number and your email address. Was that used in conjunction  
20 with your Costco application?

21 A Not at all.

22 Q When did you prepare this business card that says Spanish  
23 interpreter?

24 A Maybe around three years ago.

25 Q So that would have been short -- some time before your --

1 while you were at Lionbridge, before you began any work through  
2 SOSI?

3 A Yes.

4 Q Okay. And what was your reason for creating that card?

5 A Because sometimes I had clients that were referred to me  
6 through attorneys, or by the private investigator, or other  
7 agencies.

8 Q And did you use this card? I mean, did you -- not at the  
9 courts, but away from the court system, did you distribute this  
10 card, business card, to potential clients?

11 A No. I normally just give them to private investigators  
12 that I work with.

13 Q Okay. And going back to the Portillo's Interpretation  
14 Services, I still didn't understand what was the connection to  
15 Costco? What was your reason for using that with Costco?

16 A I had first -- when I first signed up for Costco, I was  
17 working many years for an insurance company.

18 Q Okay.

19 A And I got it through them, and I was able to use their  
20 name.

21 Q Well, what did you -- if you were working for an insurance  
22 company, what did having the name Portillo's Interpretation  
23 Services have to do with that?

24 A Because I changed it in one of the applications when --  
25 once that I renew my Costco membership, it came up, so I just,

1     okay, Portillo Interpretation Services, and that's it.

2     Q     All right.

3     A     That's the name I just put, but I never used it.

4     Q     All right. Now, when you -- the contract that your group  
5     negotiated with SOSI, you were not guaranteed any certain  
6     number of cases in a week, or a month, or anything like that,  
7     correct?

8     A     No.

9     Q     Now, you said that you prioritized SOSI. And was that  
10    because the rates that they were offering were substantially  
11    above what you could make with other clients?

12    A     It depends who your client is.

13    Q     Well, did you have any clients that offered more than SOSI  
14    was paying?

15    A     It depends who I would work with.

16    Q     Well, the question is did you have any other clients who  
17    were paying more than SOSI?

18    A     Yes.

19    Q     And who was that?

20    A     Different agencies, different attorneys, different private  
21    investigators.

22    Q     And were they paying half-day and full-day rates?

23    A     It depends. You know, I would -- some it would be per  
24    hour, and some would be half day, and some would be for the  
25    full day. It depends what it came up with.

1 Q And you had some that were paying more than 225 dollars  
2 for a half day and more than 425 for a full day?

3 A Yes.

4 Q Okay. And did you continue to work for some of those  
5 clients while you were working for SOSI?

6 A Not through SOSI.

7 Q And why not?

8 A Because pretty much, I was busy, and SOSI was much closer  
9 to my home, less traveling, less gas.

10 Q Now, you said that you made it clear to -- you've had  
11 several coordinators throughout your tenure through SOSI. I  
12 think --

13 A Yes.

14 Q -- it appeared from the emails that maybe Sergey Romanov  
15 was involved, maybe, in December in assigning cases; is that  
16 right?

17 A Yes.

18 Q And then, maybe, Claudia Thornton stepped in for a period  
19 of time very briefly?

20 A Claudia came after Lemus.

21 Q Oh, Juan Lemus was a coordinator for a period of time?

22 A Yes.

23 Q And then in the last six months or so that you worked for  
24 SOSI, it was primarily Mr. Haroon Siddiqi?

25 A Haroon Siddiqi and Francis Rios.



1 Q Okay. Now, you said that you -- except for Wednesdays,  
2 you said that you generally had the other four days available  
3 for taking assignments, correct?

4 A Correct.

5 Q And you -- but you also said that you -- so you were  
6 wanting -- you were making it clear, I understand, that you  
7 wanted as many cases as you could get, right?

8 A Well, they asked me what days I was available, and they  
9 gave me a week in advance.

10 Q But your purpose was to get -- in making all those days  
11 available, was to get as many assignments as you could, at  
12 least for those particular days, correct?

13 A Unless I had a date reserved for an attorney or private  
14 investigator, then I reserved the date.

15 Q Okay. And then you also, though, said that you told them  
16 that there were certain kinds that you did not really prefer to  
17 take, such as detainee cases, correct?

18 A Yes.

19 Q And there were -- some of the emails seemed to suggest  
20 that there's several judges that you preferred not to work  
21 with; is that correct?

22 A No.

23 Q But you identified three judges in one of your emails,  
24 right, that you said that you did not want to take cases with  
25 them?

1 A It was -- I notified my coordinator that those judges had  
2 just been put on the detain docket.

3 Q Okay.

4 A All of our judges were rotated.

5 Q Were there other parameters you put on the kind of cases  
6 that you would -- you wanted?

7 A That I wanted?

8 Q That you would take or would not take?

9 A The only thing that I could recall was that I told them  
10 that I preferred not to do detain because I was tired of it.

11 Q Okay.

12 A Or that I -- the -- and the only thing I do remember is I  
13 stating I wouldn't go to Adelanto.

14 Q To Adelanto?

15 A Adelanto or New York, Washington, when it's snowing. I  
16 don't know anyone in the city, and I'm not going to get stuck  
17 in the snow. Or Eloy, Arizona, where you needed to get off the  
18 plane and drive, like, two hours with no phone reception --

19 Q Okay.

20 A -- or anything. I wasn't going to put my life in danger  
21 for --

22 Q Okay.

23 A -- 425.

24 Q All right. So then you gave them those. Was there any  
25 other restrictions you recall providing?

1 A No.

2 Q No. Okay. You said that you were sometimes assigned  
3 cases on days that you had made -- had indicated you were not  
4 available. Do you recall that testimony?

5 A Yes.

6 Q But when you say you were assigned cases, you mean that  
7 you were offered cases on dates that you had indicated you were  
8 not available? You didn't actually -- you didn't actually work  
9 the cases on those days. You rejected them, correct?

10 A Can you repeat the question?

11 Q Sure. When you say you were assigned a -- well, let me  
12 rephrase it this way. The process that -- in getting a case,  
13 the first step was that you made your availability known,  
14 correct?

15 A Correct.

16 Q The second step was that the coordinator would send out  
17 proposed -- or what he would -- he or she would call, here are  
18 your assignments for the next week or the next month, whatever  
19 the time period would be, correct?

20 A Correct.

21 Q And in that email, it would indicate please confirm or  
22 decline, right?

23 A Please confirm, yes.

24 Q Okay. And you had the option, at that point, to confirm  
25 or decline any of the cases, even if you had indicated you were

1 available on a particular day, correct?

2 A Thoroughly, yes.

3 Q Okay. Did you decline cases throughout your time that you  
4 worked through SOSI?

5 A Yes.

6 Q Okay. And you declined cases, I believe, in Adelanto, you  
7 said, correct?

8 A Yes.

9 Q And you declined detainee cases, correct?

10 A Yes.

11 Q Did you have a -- I'm not quite clear why you -- did you  
12 have a problem with being offered an assignment on a day that  
13 you had indicated that you were not available?

14 A I don't understand your question.

15 Q Well, did your availability change from time to time? I  
16 mean, where a day that you had unavailable would suddenly  
17 become available?

18 A I was normally there five times a week. I wasn't  
19 available, like, occasionally, like my husband's surgeries.  
20 Something, you know, something special, a doctor's appointment,  
21 which I normally had them for a Wednesday afternoon. So I  
22 don't understand your question.

23 Q Okay. When -- let's take your husband's surgery  
24 situation. You, as I believe -- and we can look at the emails,  
25 if necessary. But you had indicated that you were available, I

1 believe if I recall the dates right, on -- not on Tuesday and  
2 Wednesday of that week, but you were available on Monday,  
3 Thursday, and Friday; is that right?

4 A Yes.

5 Q Okay. And you would actually then -- he actually -- Mr.  
6 Siddiqi actually assigned you a case, I believe, it was on  
7 Thursday, although it might have been Friday, but on one of  
8 those days that you were available, correct?

9 A After I bugged him.

10 Q Okay. And you ended up also getting an assignment,  
11 eventually, on Monday of that week, right?

12 A I don't recall. He assigned me Tuesday and Wednesday, the  
13 days that I couldn't work.

14 Q And when you indicated that to him, he told you that those  
15 were the only other dates he had available, right?

16 A He told me that's all he had.

17 Q Okay.

18 A Take it or leave it.

19 Q Okay. Well, you understood he was making assignments to  
20 other interpreters, too? You were not the only interpreter  
21 that he was giving assignments to in Spanish cases in LA,  
22 correct?

23 A Correct. That's why I notify him, I think, 10 or 14 days  
24 in advance, letting him know.

25 Q Okay. But you -- you're not contending that there was

1 some reason you should have had special priority over any other  
2 Spanish interpreter in LA, are you?

3 A Oh, not at all.

4 Q Okay. With respect to -- if you'd look at General  
5 Counsel's Exhibits 50 to 51, I believe it is. Yeah, 51 is some  
6 pay invoices. Do you have that in front of you?

7 A Yes, I do.

8 Q And you were paid by direct deposit; is that correct?

9 A Yes.

10 Q And so these paystubs were not actually paychecks or  
11 anything, right? They were just records of what you had been  
12 paid through direct deposit, correct?

13 A I don't understand your question.

14 Q Okay. You were asked about the words nonnegotiable up at  
15 the top.

16 A Oh.

17 Q That had nothing to do with whether your rate was  
18 nonnegotiable. It just meant that the document was not  
19 something you could go and cash at a bank, correct?

20 A Correct.

21 Q Okay. With regard to the relay case complaint that you  
22 had when you had the relay case, you declined the relay case  
23 because of the pay -- there was no extra pay for it, correct?

24 A Yes. And I was -- what was I going to do? Submit COIs  
25 without getting paid?

1 Q Well, you had already -- before the relay case came up,  
2 you had been given a morning session and an afternoon session  
3 for that same day?

4 A Correct.

5 Q And in the morning session, you understood that regardless  
6 of how long you were there, you -- unless you went beyond the  
7 four hours, you would be paid 225 dollars for that, correct?

8 A For the session, yes --

9 Q And --

10 A -- correct.

11 Q -- you understood that after you finished your first case,  
12 when you went to the window, if they had another case for you  
13 to do, you would have to take that case before you could be  
14 released to go, correct?

15 A Yes.

16 Q Okay. And the afternoon session that you were booked for,  
17 you would get another 200 dollars for, even if the case only  
18 took an hour, correct?

19 A Correct.

20 Q And -- but you also understood that once that case ended,  
21 you would have to go back to the clerk's window and see if  
22 there was any other case for you to take, correct?

23 A Yes. A judge could take one hour. A judge could take  
24 three, four hours.

25 Q Okay. The relay case that you were asked to take on that

1 day was to follow immediately after the first afternoon case  
2 you had, correct?

3 A Yes.

4 Q And so how was that any different than would be the case  
5 if -- if you'd not had a relay case but the clerk's office had  
6 said, hey, here's another case I want you to take? Why was  
7 that any different?

8 A Because every time we were sent to do a relay case, there  
9 was always a Spanish interpreter either in-house or from SOSI  
10 for the regular Spanish cases. And then there was always  
11 another interpreter for the relay case. I did several of them.

12 Q But my question is is you were -- you were being paid for  
13 the full session, correct, for the full afternoon --

14 A Correct.

15 Q -- whether you did one case or you did five cases,  
16 correct?

17 A Yes. But you don't know that day how many cases the judge  
18 is going to have. He could have one. He could have five, or  
19 he may just have one case that might last four and a half,  
20 three hours, five hours.

21 Q Okay. But the case on this day, the relay case, was with  
22 the same judge who was having the first case in the afternoon,  
23 correct?

24 A No. He had a case, a Spanish case, and then he had the  
25 relay case.



1 Q Well, and it -- so he could not -- so you understood that  
2 you wouldn't be asked to do the relay case until the first case  
3 finished, correct?

4 A Yes, of course.

5 Q Okay. And so why was that second -- or that relay case  
6 any different than being asked to take some other type of case  
7 after your first?

8 A I had never been asked by SOSI to do that.

9 Q Okay.

10 A Like I stated before, they have two Spanish interpreters  
11 always. So this was new to me. I had no idea.

12 Q Okay. But other than never having been asked to do it,  
13 how was it any different?

14 A What do you mean?

15 Q From a pay standpoint, why was it any different? If you  
16 were already being paid for the entire afternoon session, why  
17 did --

18 A So you're --

19 Q -- you expect to be paid extra for the relay case when it  
20 was in the same session?

21 A Oh. So you're asking the pay, not the work?

22 Q Yeah. Why were you being -- why did you expect to be paid  
23 for the relay case? That's the reason you rejected it, right?  
24 You were not going to be paid extra?

25 A I wasn't going to be paid extra, and I advised Rios to

1 give it to another interpreter who had fewer cases, so they  
2 could complete, you know, their week.

3 Q But that would require SOSI to pay not only you for the  
4 full day, but then to pay another interpreter for the half day  
5 or the afternoon session. So they would be paying at least 50  
6 percent more than if you handled the case yourself.

7 A I didn't know I was supposed to do it. I didn't -- I  
8 didn't get any instructions. I had never done a full day and a  
9 relay case, because there was always another Spanish  
10 interpreter there. It was something new to me. I had no idea.

11 Q Okay.

12 THE WITNESS: May I take a bathroom break?

13 JUDGE ROSAS: Sure. We're going to take a five-minute  
14 recess.

15 MR. ROBERTS: All right. Right.

16 JUDGE ROSAS: Don't speak to anyone, please.

17 THE WITNESS: Thank you.

18 (Off the record at 3:24 p.m.)

19 Q BY MR. ROBERTS: Ms. Portillo, I just have a few more  
20 questions, and my colleague here is pulling some documents.  
21 But you provided some tax records and stuff in response to a  
22 subpoena you were served with; is that right?

23 A Yes.

24 Q And for 2015 and 2016, correct?

25 A Yes.

1 Q And those would reflect any agencies or companies that you  
2 worked for during those two years, your income from them?

3 A Yes.

4 MR. ROBERTS: And Judge, if I might have a minute just to  
5 get these together. If we could go off the record for just a  
6 couple of minutes?

7 JUDGE ROSAS: Sure.

8 (Off the record at 3:31 p.m.)

9 MR. ROBERTS: We're ready to go on the record, Your Honor.

10 JUDGE ROSAS: Okay.

11 Q BY MR. ROBERTS: Ms. Portillo, I'm going to show you what  
12 I've marked as Respondent's Exhibit 4 and just ask if you've  
13 seen records that I believe were provided. Just if you could  
14 review them and tell me if those are in fact the records you  
15 provided for 2015 and 2016.

16 JUDGE ROSAS: These are different from Respondent's 1 and  
17 2?

18 MR. ROBERTS: Yeah, that was a different witness. This is  
19 the tax return for Ms. Portillo.

20 Q BY MR. ROBERTS: Are they accurate?

21 A I believe so, yes.

22 Q Okay.

23 MR. ROBERTS: I'd offer Respondent's Exhibit 4.

24 MS. HADDAD: Your Honor, I'd like --

25 JUDGE ROSAS: Voir dire? Objection?

1 MS. HADDAD: I think we'd like to have the copy --

2 MR. ROBERTS: Sure.

3 MS. HADDAD: -- before -- thanks.

4 JUDGE ROSAS: Do you have a set for me?

5 MR. ROBERTS: Well, you want -- she can redact your extra  
6 copy.

7 If you'll just make the redactions yourself.

8 MS. BRADLEY: Those are single sided. That's the only  
9 difference.

10 MR. ROBERTS: Only two of them are.

11 MS. HADDAD: This is -- I don't -- this is a thick  
12 package. I believe it's --

13 MR. ROBERTS: Looks like it's --

14 MR. LOPEZ: This are single sided and those are double  
15 sided.

16 MR. ROBERTS: Oh, this is single sided. The others were  
17 double sided.

18 MS. HADDAD: Oh, okay.

19 No objection, Your Honor.

20 MS. BRADLEY: No objection, Your Honor.

21 JUDGE ROSAS: All right. Respondent's 4 is received.

22 **(Respondent Exhibit Number 4 Received into Evidence)**

23 MR. ROBERTS: And I'll provide the extra copies to the  
24 court reporter in just a minute. But that's all I --

25 JUDGE ROSAS: When you get a chance. Okay. All right.

1 Respondent's 4 is received.

2 MR. ROBERTS: I have no further questions.

3 JUDGE ROSAS: Okay. Redirect?

4 **REDIRECT EXAMINATION**

5 Q BY MS. HADDAD: Ms. Portillo --

6 A Yes?

7 Q -- regarding the payroll records -- excuse me, regarding  
8 the relay cases, did you understand that SOSI wanted to pay you  
9 for your time not for your assignment that you worked in this  
10 dispute?

11 A I realized it when Francis Rios stated that I was -- if I  
12 was paid 425 for a full day, that means anything that came up  
13 within those eight hours, I was obligated to take.

14 Q So were you the only interpreter who was confused about  
15 this process with SOSI?

16 MR. ROBERTS: Objection.

17 JUDGE ROSAS: Sustained. Rephrase.

18 Q BY MS. HADDAD: Do you know whether other interpreters  
19 were also confused about this process?

20 A Many.

21 Q And how do you know this?

22 A Because I made the comment of what had happened to me, and  
23 others were asking the same questions because this was new.  
24 SOSI was paying for the relay case -- for every different  
25 language that was needed, SOSI was paying your relay case.

1 This just changed suddenly, and we weren't notified of any  
2 changes, policy instructions. They wouldn't send us anything  
3 else.

4 Q So I'd like to refer you to GC Exhibit 67. So these  
5 interpreters that are cc'd on this email, were they  
6 interpreters -- were any of them interpreters you had discussed  
7 this issue of being paid for relay cases with?

8 A Yes.

9 Q Can you name a few?

10 A Fernando Becerril, Stephany Magana, Irma Rosas, Odalys,  
11 several of these people. Also one of them was -- I don't know  
12 if he's on here, but I mentioned to Richardo Salas.

13 Q I don't think he's on here, but he's someone else you  
14 discussed this issue with?

15 A Yes, it had been happening to him.

16 Q Okay. And did all of you dispute the --

17 MS. HADDAD: I'll move on from that, Your Honor.

18 Q BY MS. HADDAD: Looking briefly at GC-51, on cross, Mr.  
19 Roberts stated that did you -- asked you did you take this to  
20 mean that you -- for this phrase nonnegotiable in the corner,  
21 did you take this to mean that you could not cash this at a  
22 bank? Did you understand that this document you couldn't cash  
23 at a bank?

24 A That was the paystub.

25 Q This paystub, do you understand that you couldn't bring it

1 to the bank?

2 A Of course.

3 Q Did you understand what the phrase "nonnegotiable" meant  
4 or what it was referring to?

5 A No.

6 Q Okay. I'd like to talk to you about -- just briefly about  
7 detainee cases. Was it your testimony earlier that at times  
8 you could turn down detainee cases without a problem?

9 A Sometimes, yes.

10 Q And did you ever -- were you ever told by your coordinator  
11 that turning down cases -- that if you turned down -- that you  
12 could not pick and choose which judge you wanted to work with?

13 A Yes, Haroon sent me an email.

14 Q And were you ever told that you couldn't be rewarded with  
15 another case if you rejected one case?

16 A That's what he said, but he did do it, like, a few times.

17 Q And did he also at any time tell you that if you -- that  
18 if you did so, it could result in having fewer cases?

19 A Yes, of course.

20 Q I'd like you to refer to you -- refer you to GC Exhibit  
21 58.

22 MR. ROBERTS: Your Honor, I'm going to object. This seems  
23 to just be regurgitating what was asked on direct. I mean --

24 MS. HADDAD: Your Honor, Mr. Roberts characterized on  
25 cross that she could turn down -- that she could pick and

1 choose which judges she wanted to work with. And I don't think  
2 that we actually pointed out Mr. Siddiqi's response. I just  
3 want to direct the Court's attention to the email that she just  
4 testified about where he said, no, you can't dictate what judge  
5 you want to work with.

6 JUDGE ROSAS: Overruled.

7 Q BY MS. HADDAD: Please turn to page 2 of 3. Is this the  
8 email where Mr. Siddiqi -- in one of the instances where Mr.  
9 Siddiqi might have told you the above statements that you  
10 testified to?

11 A Yes.

12 Q Okay. And shortly after this email, did you have a case  
13 de-assigned?

14 A Yes.

15 Q Okay. You testified that when you -- that SOSI was your  
16 only job at the time that you worked for SOSI?

17 A Yes.

18 Q And I believe on cross-examination when Mr. Roberts asked  
19 you why you didn't work anywhere else, you said you were busy.  
20 I'd like to ask, what were you busy with?

21 A SOSI kept me very busy.

22 Q So you weren't busy with your own personal life; you were  
23 busy with SOSI?

24 A Yes. Normally, I was there almost every week.

25 Q Okay. Do you get a better deal or do you get some kind of



1 discount if you sign up for a Costco card using a business?

2 A I didn't do it for that purpose.

3 Q Why did you do it?

4 A It was just to get the Costco card because the first time  
5 I had got it under my insurance, the insurance company that I  
6 was working with, some life insurance company.

7 Q Were you afraid you would not be given --

8 MR. ROBERTS: Objection. Leading.

9 JUDGE ROSAS: Rephrase.

10 MS. HADDAD: No, I think --

11 Q BY MS. HADDAD: What was the purpose of using the business  
12 address -- or excuse me, the business name for the Costco card?

13 A Because I believe I changed the address and the business  
14 name, just to get the card.

15 Q Did you ever do any interpreting at all under this  
16 business name?

17 A Not at all.

18 Q Okay.

19 MS. HADDAD: Just one moment, Your Honor.

20 Q BY MS. HADDAD: I'd like to refer you to Respondent's  
21 Exhibit 4, which I believe is -- bless you -- it's what  
22 Respondent had given you. It's your 2016 tax returns.

23 A Okay.

24 Q This -- or it's your 2015 and 2016 tax returns. Where  
25 does it show what other work you -- where you worked when you

1 didn't work at SOSI in 2016? What page would show what you  
2 made?

3 A You mean the 1099s?

4 Q Yes.

5 A I have something from Lawyer Services of California, 654.

6 Q And when did you do work for Lawyer Services of  
7 California?

8 A I believe it was before I started working with SOSI, I was  
9 still with Lionbridge.

10 Q So that was in the 2015 tax year?

11 A I believe so.

12 Q Okay. Did you work for Lawyer Services of California at  
13 all when you were -- at the time you were working for SOSI?

14 A I don't think so.

15 Q Okay.

16 MS. HADDAD: Your Honor, nothing further.

17 JUDGE ROSAS: Charging Party?

18 **REDIRECT EXAMINATION**

19 Q BY MS. BRADLEY: Good afternoon, Ms. Portillo.

20 A Good afternoon, counsel.

21 Q You were questioned earlier regarding your weekly schedule  
22 at the time that you worked for SOSI. Do you remember that?

23 A Yes.

24 Q Okay. And I believe it was your testimony that your  
25 schedule varied on Wednesdays; is that correct?

1 A Very rare.

2 Q Okay. And if your schedule was different on a Wednesday,  
3 what was the reason for that?

4 A Sometimes they only needed a couple of interpreters on  
5 Wednesday afternoons.

6 Q So is it fair to say that the difference in your schedule  
7 on a Wednesday was because of the court's scheduling?

8 A Yes.

9 Q And you'd been asked earlier regarding declining cases  
10 that were located in Adelanto. Do you remember that?

11 A Yes.

12 Q Is -- are -- at the time that you worked for SOSI, were  
13 Adelanto assignments considered travel assignments?

14 A I believe so.

15 Q Was the rate for an Adelanto case different than the rate  
16 at one of the Los Angeles buildings?

17 A Oh, definitely.

18 Q Okay. And what was -- was the rate higher to go to  
19 Adelanto, or was it lower than in Los Angeles?

20 A Higher.

21 Q Okay. And on -- if you were to go to Adelanto, how much  
22 time would it take for you to travel there?

23 A I never went, but I believe I looked it up once. And I'm  
24 not sure if it's about an hour, an hour and a half, a little  
25 bit -- maybe a little bit more.

1 Q Okay. And you were also asked earlier regarding relay  
2 cases; is that correct?

3 A Yes.

4 Q Okay. And have you performed interpreting for a relay  
5 case before?

6 A Oh, yes.

7 Q And how is a relay case -- strike that. In the  
8 performance of your duties as an interpreter, how is a relay  
9 case different than a case where you are interpreting only  
10 between Spanish and English?

11 A I interpret whatever the attorneys and the judge state in  
12 English. I interpret it to Spanish. The indigenous  
13 interpreter translates it from Spanish to the indigenous  
14 language. And vice versa.

15 Q And is that the only difference?

16 A It's a complicated one, counsel.

17 Q Is there a difference in the degree of difficulty between  
18 a case that only involves the Spanish and English languages and  
19 a case where there's a relay?

20 A Yes. More complicated, it's more intense, sometimes the  
21 indigenous interpreter, not every single word sometimes is be  
22 -- you're able to translate it, especially to someone in the  
23 indigenous language. And sometimes she needs to stop and ask  
24 them what's -- any word they might say that you do not know the  
25 translation, ask can you please explain it. And he -- whatever

1 he explains to the interpreter, the interpreter interprets to  
2 me, and then I have to interpret to everyone else in the  
3 courtroom. It's more intense, it's much longer, there's a lot  
4 -- there's many more pauses. If it's like a master hearing,  
5 it's fast. But if it's an individual case, a trial, it's very  
6 long. It could take days.

7 MS. BRADLEY: No further questions, Your Honor.

8 MR. ROBERTS: I have nothing else.

9 JUDGE ROSAS: Anything?

10 MS. HADDAD: No, nothing, Your Honor.

11 JUDGE ROSAS: Well, I have a question. So you're  
12 referring to the interpreters who interpret Spanish -- I'm  
13 sorry, strike that. So we're dealing, say, in one instance  
14 with a question in English that you would be interpreting in  
15 Spanish to the indigenous interpreter?

16 THE WITNESS: Correct. And then he interprets to the  
17 other one.

18 JUDGE ROSAS: Why do you -- strike that. You have to  
19 interpret the question in English into Spanish for the  
20 indigenous interpreter?

21 THE WITNESS: Yes.

22 JUDGE ROSAS: Okay. And the indigenous interpreter then  
23 interprets your Spanish spoken words into the indigenous  
24 language to the witness; is that correct?

25 THE WITNESS: Correct.

1 JUDGE ROSAS: So my question is one that at least is not  
2 obvious -- the answer of which is not obvious to me, the  
3 indigenous interpreter, it's some form or derivation of  
4 Spanish, correct?

5 THE WITNESS: Yes.

6 JUDGE ROSAS: Why is not the indigenous interpreter  
7 capable of interpreting the question in English directly to the  
8 witness? Doesn't the indigenous interpreter understand the  
9 spoken words in English or no?

10 THE WITNESS: Not all of them.

11 JUDGE ROSAS: I see. So the proficiency is not  
12 necessarily there in English?

13 THE WITNESS: Correct.

14 JUDGE ROSAS: What if it's there? Is it ever there?

15 THE WITNESS: I believe in the whole country, there's only  
16 one or two interpreters that are able to deal with it here in  
17 the U.S.

18 JUDGE ROSAS: Okay. Well, that's something I didn't know  
19 before. Okay. No other questions?

20 MR. ROBERTS: No.

21 MS. BRADLEY: No, Your Honor.

22 MS. HADDAD: No, Your Honor.

23 JUDGE ROSAS: Okay. Thank you. All right. Thank you,  
24 ma'am. You're excused. Please do not discuss your testimony  
25 with anyone until you're advised otherwise by counsel. All

1 right.

2 THE WITNESS: Thank you.

3 JUDGE ROSAS: Have a good day.

4 THE WITNESS: Should I just leave the documents the way  
5 they are?

6 JUDGE ROSAS: Yep. Okay.

7 You ready with your next witness?

8 MR. LOPEZ: Yeah, can we go off the record and go get her?

9 JUDGE ROSAS: Okay.

10 (Off the record at 3:53 p.m.)

11 MR. LOPEZ: We have the witness here so I just --

12 JUDGE ROSAS: Well, you're just talking about a  
13 stipulation. You want to exclude the witness for the  
14 stipulation?

15 MR. LOPEZ: I mean I don't want that to be prejudicial to  
16 our case eventually if our witness is here.

17 JUDGE ROSAS: Nobody's testifying, so it's okay.

18 MS. HADDAD: Your Honor, the General Counsel stipulates  
19 that the processes at the EOIR court based at 606 South Olive  
20 Street in downtown Los Angeles are the same for -- roughly the  
21 same for all interpreters inasmuch as they all must wait in the  
22 same lines, they must arrive early, the process by which they  
23 get the COI stamped as testified to by the first two witnesses  
24 are the same, they can't take bathroom breaks or lunch breaks  
25 without permission from the judge, they can't leave the courts

1 without permission from the judge, they can be assigned -- they  
2 can be assigned to other cases within the period that they've  
3 been assigned to work at the court, and they must wear their  
4 badge at all times while at the EOIR court.

5 JUDGE ROSAS: All right.

6 Do you want to supplement any of that?

7 MR. ROBERTS: I don't know that she specifically said that  
8 they need the court's approval -- not necessarily the judge's,  
9 but the court clerk's approval before they actually leave for  
10 the day. With that addition, I think we would agree that the  
11 process is the same as described by the two first witnesses  
12 which I think were essentially consistent with each other that  
13 that would be the same testimony you would have from any other  
14 -- at least LA witnesses. Now, if there's some other location  
15 that you want to offer some differences in, that's fine. But  
16 with respect to the LA courts, we would so stipulate.

17 MS. HADDAD: That's fine.

18 JUDGE ROSAS: Charging Party, anything additional?

19 MS. BRADLEY: With just -- I would agree to that with just  
20 one reservation. I don't believe that the testimony indicated  
21 that the judges approve the lunch break, rather that the judges  
22 determine the end time of the cases which the interpreters were  
23 assigned, and then the interpreters may or may not have had  
24 time for lunch based on when the cases ended.

25 MR. ROBERTS: Well, we can exclude that issue, then, from



1 the stipulation if that's --

2 JUDGE ROSAS: What are we disagreeing about? I heard  
3 testimony to the effect that the judges have discretion as to  
4 when to take the breaks.

5 MS. BRADLEY: Right, but I don't believe that that covered  
6 lunch breaks because of the morning and afternoon sessions. I  
7 believe that the length of an interpreter's lunch break depends  
8 on when the morning case ends, not so much if the judge will  
9 assign a particular lunch break or a particular length of lunch  
10 break to an interpreter.

11 JUDGE ROSAS: The impression I got from the first witness'  
12 testimony was that the morning session ends at a particular  
13 time before the afternoon session begins and there's very  
14 little time because the witness indicated that she had to do  
15 voucher processing or something with respect to her  
16 documentation that didn't leave her much time to go get lunch.  
17 Is that roughly what she testified to?

18 MS. BRADLEY: Yes, that -- I would say that that is  
19 accurate. I think the way it was worded in the initial  
20 proposed stipulation did not quite capture that. I'd be  
21 willing to just leave the lunch breaks issue out of the  
22 stipulation if the other parties agree.

23 JUDGE ROSAS: Well, let's try to put lunch to lunch. Put  
24 it to bed, so to speak.

25 MR. ROBERTS: Well, I think I would --

1 JUDGE ROSAS: Can we agree on what happens with -- what  
2 their obligations are vis-a-vis lunch?

3 MR. ROBERTS: Well, here's what I would propose is if the  
4 lunch -- if their case in the morning ends before noon, there's  
5 no issue is there with them having time to get lunch. It's  
6 only when the case in the morning runs beyond 12:00 that time  
7 constraints may preclude the interpreter from having time to  
8 get a lunch in order to get through security and the COI  
9 process. Is that not essentially what they say?

10 MS. BRADLEY: I would agree with that except for the part  
11 about if the case lasts before noon. I'm just not sure that  
12 that was -- that that reflects what the testimony is.

13 JUDGE ROSAS: Okay.

14 MS. BRADLEY: But I would agree that the -- rather than  
15 having a designated or assigned lunch break, that the time  
16 interpreters had for lunch depended on when the morning case  
17 ended.

18 MR. ROBERTS: You're saying whether it ended early enough  
19 for them to be able to meet whatever other obligations they  
20 have in terms of getting through security and getting their  
21 COIs stamped for the afternoon case, and be there on time?

22 MS. BRADLEY: Right. I believe the testimony was that the  
23 COI was required to be stamped for the afternoon case at 12:30.

24 JUDGE ROSAS: All right. So maybe we can use a little  
25 slight development in the record regarding lunch. But with

1     that exception, I think we all have an understanding going  
2     forward, right?

3             MS. HADDAD:   Yes, Your Honor.

4             MS. BRADLEY:   Yes, Your Honor.

5             MR. ROBERTS:   Yes.

6             JUDGE ROSAS:   Okay.   All right.

7             MR. LOPEZ:   Right, counsel for the General Counsel would  
8     like to call Stephany Magana to the stand.

9             JUDGE ROSAS:   It's okay.

10            THE WITNESS:   Hi.

11            JUDGE ROSAS:   Please raise your right hand.

12     Whereupon,

13                                 **STEPHANY MAGANA**

14     having been duly sworn, was called as a witness herein and was  
15     examined and testified as follows:

16            JUDGE ROSAS:   All right.   Please have a seat.   State and  
17     spell your name and provide us with an address.

18            THE WITNESS:   With an address, you said?

19            JUDGE ROSAS:   And an address.

20            THE WITNESS:   And an address.

21            JUDGE ROSAS:   Wherever you can be subpoenaed.

22            THE WITNESS:   Okay.   Stephany Magana.   S-T-E-P-H-A-N-Y is  
23     my first name.   Magana, M-A-G-A-N-A, is my last name.   My  
24     address is 659 Carpino Avenue, Pittsburg, California 94565.

25            JUDGE ROSAS:   And that's with an anyaratill (phonetic) or

1       whatever it's called --

2               THE WITNESS:   Yes.

3               JUDGE ROSAS:   -- over the second N, correct?

4               THE WITNESS:   Yes.

5               JUDGE ROSAS:   So we'll try to make sure that the record  
6       reflects that.   We have those symbols.

7               THE WITNESS:   Thank you.

8               JUDGE ROSAS:   Okay.

9                               **DIRECT EXAMINATION**

10       Q       BY MR. LOPEZ:   Ms. Magana, have you ever worked as an  
11       interpreter at the Executive Office of Immigration Review?

12       A       Yes.

13       Q       When did you start performing interpretation services  
14       there?

15       A       I started working there in August 2014.

16       Q       And who did you work for when you started working there?

17       A       Lionbridge.

18       Q       Was there another company under which you performed  
19       interpretation services at EOIR after Lionbridge?

20       A       No.

21       Q       Did you ever work for SOSI?

22       A       Yes.

23       Q       Did you work at EOIR while working for SOSI?

24       A       Yes.

25       Q       And when were you employed by SOSI?

1 A I was employed by SOSI roughly at the end of 2015. And I  
2 started officially in December 2015.

3 Q And were you required to have any specific qualifications  
4 to perform interpretation services at EOIR?

5 A Yes, certain requirements.

6 Q And what were they?

7 A I believe the minimum requirement -- minimum requirements  
8 were to have at least one year of legal interpreting  
9 experience.

10 Q Did you have one year of legal interpreting experience at  
11 that time?

12 A Yes.

13 Q Was any of that in a courtroom?

14 A Not in a courtroom, but in a legal setting, yes.

15 Q And do you know if those requirements changed under SOSI?

16 A No, I don't believe so.

17 Q And what were your qualifications to perform  
18 interpretation services at the time you started working for  
19 SOSI?

20 A At the time, I had completed my interpreting training, and  
21 also I had already had a year of experience of interpreting.

22 Q Were there any requirements to have a state certification  
23 when you worked for SOSI?

24 A No. It was optional.

25 Q Are you currently working anywhere?

- 1 A Yes.
- 2 Q Where are you working?
- 3 A I'm working for the Superior Court of Contra Costa.
- 4 Q What's your position there?
- 5 A I'm a staff interpreter.
- 6 Q Is that a full-time position?
- 7 A Yes.
- 8 Q And are you an employee there?
- 9 A Yes.
- 10 Q State certification required for that position?
- 11 A Yes, it is.
- 12 Q Are you a state certified interpreter now?
- 13 A Yes.
- 14 Q When did you receive your state certification?
- 15 A I received my certification -- well, I received the
- 16 results of my certification in December 2016, but I didn't get
- 17 my official badge until -- at the end of February of 2017, so.
- 18 Q And in your work at Contra Costa Superior Court, does
- 19 anyone direct the way you interpret in the courtroom?
- 20 A No.
- 21 Q Does anyone monitor you while you work as an interpreter?
- 22 A No.
- 23 Q When you worked for SOSI, what EOIR courts did you
- 24 regularly work at?
- 25 A I regularly worked at the 606 South Olive immigration

1 court, as well as 300 North LA address as well.

2 Q And is there a difference between those two courts?

3 A Big difference. At 606, the nondetained matters are heard  
4 whereas at the 300 North Los Angeles building where -- that's  
5 where all the detained cases are heard.

6 Q And what's the difference between a nondetained and  
7 detained case?

8 A Simply when a person is not detained, is not under the  
9 custody of ICE -- and someone who's not under the custody of  
10 ICE and a person that is or isn't is a --

11 JUDGE ROSAS: Any objection to leading on this particular  
12 issue --

13 MR. ROBERTS: No.

14 JUDGE ROSAS: -- regarding the distinction between  
15 detained and --

16 MR. ROBERTS: No.

17 JUDGE ROSAS: Okay. Go ahead. To the extent you need to  
18 premise any of your questions, we don't need to further define  
19 it, I think.

20 Q BY MR. LOPEZ: Okay. And is there a difference in  
21 difficulty between those two cases?

22 A Not necessarily, no.

23 Q If you were given the choice between a detainee case and a  
24 nondetainee case, which would you choose?

25 A It wouldn't really matter to me, per se.

1 Q Okay.

2 A Doesn't really matter. It's all the same, interpreting.

3 Q Okay. Do you have a business entity under which you  
4 perform interpretation services?

5 A Yes.

6 Q What is it called?

7 A It's under my name. My legal name.

8 Q Okay. And what type of business entity is that?

9 A It's a -- I don't really know. I don't --

10 Q Are you incorporated?

11 A I don't know.

12 Q What did you do to get the business entity?

13 A I had to provide my taxes to the City of Los Angeles  
14 because if you are an independent contractor in the City of Los  
15 Angeles, you are required to obtain that particular business  
16 entity.

17 Q Like a license? Okay.

18 A Yeah.

19 Q And did you -- or do you employ anyone under that business  
20 entity?

21 A No.

22 Q Have you ever?

23 A No.

24 Q Was the associate contract that you -- did you ever sign  
25 an associate contract?



1 A I did.

2 Q Okay. Was the associate contract that you signed under  
3 your business entity?

4 A It's under my legal name, under my name.

5 Q Okay.

6 A I didn't have that business entity at the time that I  
7 signed the contract.

8 Q Okay. So was that under your name and not the business  
9 entity?

10 A Correct.

11 Q And when you worked for SOSI, did you work for other  
12 interpreting agencies?

13 A Yes, I did.

14 Q And which ones?

15 A Mainly LRA and AccessOnTime.

16 Q Were you an employee at any of these agencies?

17 A No.

18 Q Were you an independent contractor?

19 A Yes.

20 Q Did you work for these agencies under your business  
21 entity?

22 A Yes and no.

23 Q Can you explain that?

24 A Yes. So yes, when I had to obtain the business entity,  
25 and no before having the business entity.

1 Q And when did you obtain the business entity?

2 A I believe it was sometime in the beginning -- in the  
3 beginning of 2016.

4 Q And how often on average did you work for those other  
5 agencies while working for SOSI?

6 A It would depend. It would depend. So but I would mainly  
7 work more for LRA a couple times a week and AccessOnTime maybe  
8 once or twice a month.

9 Q About how many times a week did you work for LRA?

10 A It would vary. It would vary because I would work mainly  
11 for SOSI. And then whenever SOSI did an assignment of work,  
12 those were the times where I looked for other work.

13 Q Would you prioritize the work at SOSI over that other  
14 work?

15 A Yes, of course.

16 Q And why was that?

17 A Because it was more work. It was more money.

18 Q When did you first hear about SOSI?

19 A I first heard about SOSI in August of 2015.

20 Q Who did you hear it from?

21 A I heard from Ms. Northcutt, Kaila Northcutt.

22 Q I'd like you to take a look at what's been marked as GC  
23 Exhibit 78. It's in that stack right there in front of you.  
24 And if could you please take a look at that document? Do you  
25 recognize it?

1 A I do.

2 Q And what is it?

3 A It's an email that was sent to me via my LinkedIn profile  
4 where Kaila emails me about applying for SOSI.

5 Q What -- does she explain how to apply to be -- oh, wait.  
6 Did you apply to SOSI?

7 A I did.

8 MR. LOPEZ: Move to admit GC Exhibit 78.

9 MR. ROBERTS: No objection.

10 JUDGE ROSAS: General Counsel 78 is received.

11 **(General Counsel Exhibit Number 78 Received into Evidence)**

12 JUDGE ROSAS: Counsel, I see that there's a sizable stack  
13 there. If any of those documents are the subject of what we  
14 discussed by virtue of the stipulation, just mention that as  
15 you get to them and just offer them.

16 MR. LOPEZ: Okay.

17 JUDGE ROSAS: Okay? Unless you need to ask the witness a  
18 question for some other purpose.

19 MR. LOPEZ: No, that's fine.

20 Q BY MR. LOPEZ: How did you apply to SOSI?

21 A I applied on their website.

22 Q Did you have to submit anything?

23 A I believe my resume, but I'm not a hundred percent sure.  
24 I don't remember.

25 Q Did you ever receive a proposal from SOSI?

- 1 A I believe over the phone, yes.
- 2 Q Who did you speak to over the phone?
- 3 A Kaila. Kaila Northcutt.
- 4 Q And do you recall when that was?
- 5 A Around the same time that I received this email, couple
- 6 days, weeks after, after receiving the email.
- 7 Q Okay. What did Ms. Northcutt propose?
- 8 A I believe she proposed the 35 dollar an hour rate.
- 9 Q Do you recall if she proposed any other terms?
- 10 A No. I don't remember.
- 11 Q Did you make a counterproposal to Ms. Northcutt?
- 12 A I believe I did, yes.
- 13 Q And what did you propose?
- 14 A I believe I proposed 45 an hour.
- 15 Q Why did you propose that?
- 16 A Can you repeat the question?
- 17 Q Why did you propose 45 an hour?
- 18 A Because -- I believe because I was earning around the same
- 19 amount, so I wanted to keep it around the same amount that I
- 20 was making at the time.
- 21 Q Was that under Lionbridge that you were making that
- 22 amount?
- 23 A Yes.
- 24 Q What did Ms. Northcutt say in response to your
- 25 counterproposal?

1 A She said that she was going to speak to her supervisor,  
2 and she was going to call me back.

3 Q Did you ever hear back from her?

4 A No.

5 Q Did you reach out to other interpreters regarding SOSI's  
6 proposal?

7 A Yes.

8 Q Who did you reach out to?

9 A Many interpreters who --

10 Q Can you name some --

11 A -- who I used to work with. Yes. I mentioned it and  
12 spoke with my fellow colleagues Hilda Estrada, Diana De La  
13 Rosa, Maria Portillo, Francisco -- not Francisco, Fernando  
14 Becerril, Elsa Anaya, Jo Ann, and I can go on.

15 Q What did you discuss with these interpreters with respect  
16 to SOSI's contract proposals?

17 A Essentially that, about the contract proposals. That's  
18 what we spoke about.

19 Q Had other -- had all of those other people you mentioned  
20 also received contract proposals?

21 A I'm not sure. I'm not a hundred percent sure.

22 Q Okay. What specifically were they talking about, though?

23 A The rate.

24 Q What was the rate they were discussing?

25 A We were -- we were discussing the fact that they were

1 offering us a lower rate than we were currently making.

2 Q And did interpreters decide to do something about that  
3 rate?

4 A Yes.

5 Q What did they decide to do?

6 A We decided to get together and try to obtain a better rate  
7 for all of us.

8 Q Did you agree to -- was there an agreement not to sign the  
9 SOSI contract until you negotiated a better rate?

10 A I don't know. I don't think so, but probably.

11 Q Did you work with other interpreters in negotiating your  
12 contract?

13 A Yes.

14 Q What other interpreters?

15 A Hilda Estrada, Diana De La Rosa, Elsa Anaya; with  
16 Fernando, with Jo Ann.

17 Q And were you involved in negotiations?

18 A Indirectly, yes, I was.

19 Q What was your role?

20 A Moral support.

21 Q Can you explain that?

22 A Yes. So during the negotiations, Angel and Hilda and  
23 Diana were the main ones speaking directly to SOSI, and I was  
24 there to support them. There were times where we were at our  
25 office until 8:00, 9:00 at night, so I would bring drinks and

1 pizza, and just be there, yeah.

2 Q What interpreters did Angel Garay, Hilda Estrada, Diana De  
3 La Rosa purport to represent in negotiations?

4 A A higher rate, a global rate for all interpreters.

5 Q Which interpreters?

6 A Oh, which interpreters? Oh, yes. Well, we wanted to get  
7 -- obtain a better rate for all interpreters for -- here in  
8 southern California.

9 Q And were interpreters -- the group that you mentioned  
10 there, were they in contact with interpreters across southern  
11 California?

12 A Yes.

13 Q How did they come in contact with them?

14 A Through -- through working with them. A lot of  
15 interpreters travel from San Diego to LA, to San Francisco, so  
16 we met a lot of interpreters. We knew a lot of interpreters.

17 Q And how did that group come to represent all those other  
18 interpreters?

19 A Through emails, phone calls, meeting up at Pershing  
20 Square.

21 Q Where is Pershing Square?

22 A Pershing Square is right across the street from  
23 immigration court.

24 Q And do you recall who negotiated with interpreters on  
25 behalf of SOSI?

1 A Can you repeat the question?

2 Q Who was negotiating with interpreters on behalf of SOSI?

3 A On behalf of SOSI. I believe it was Martin Valencia was  
4 one of them, was a main point of contact. And I believe  
5 Phyllis Anderson, as well, and Claudia Thornton.

6 Q How did those negotiations take place?

7 A They took place over the phone.

8 Q Over what period of time?

9 A During the months of October and November of 2015.

10 Q And how often were those negotiations taking place?

11 A Not that often. I mean, I think it was during a course of  
12 a couple of phone call sessions that happened during the course  
13 of, oh -- during the course of a couple weeks at the end of  
14 October.

15 Q And where were the interpreters when these negotiations  
16 were taking place?

17 A Where were the interpreters? Yes. So a group of Spanish  
18 interpreters had rented out a little office space right across  
19 the street, and so that's where we had the negotiations.

20 Q And who was present in the office when those negotiations  
21 were taking place?

22 A Angel Garay, Hilda Estrada, Diana De la Rosa are the ones  
23 who were on the phone, and then people would come in and out  
24 whenever they were done with their assignments for that day.  
25 So maybe -- I mean, Fernando was there. I went there after my



1 assignment, and then people would come and go. So I remember  
2 Jo Ann being there and Elsa being there and Fernando being  
3 there, and then some other interpreters that would come in and  
4 out.

5 Q And did those -- that group of interpreters and SOSI come  
6 to an agreement over the terms of the contract?

7 A Yes.

8 Q Do you recall when?

9 A At the end of October.

10 Q Okay. And who did they come to that agreement with?

11 A With Martin Valencia.

12 Q And what happened after the interpreters came to an  
13 agreement with Martin Valencia?

14 A After the interpreters reached an agreement with Martin  
15 Valencia, he asked -- he asked them -- he asked us to give him  
16 our social security and our contact information to be able to  
17 send out the contracts to sign, and to let all the other  
18 interpreters know to do the same.

19 Q Okay. And did you do that?

20 A Yes.

21 Q And did the contract that SOSI sent you reflect the terms  
22 that you had agreed over?

23 A Yes.

24 Q Let's take a look at what's been marked as GC Exhibit 79.  
25 Do you recognize this document?

1 A I do.

2 Q And who is it from?

3 A Phyllis Anderson.

4 Q And who is Phyllis Anderson?

5 A She works for SOSI. She's the human resources manager.

6 Q And who is this sent to?

7 A It's sent to me.

8 Q And when was it sent?

9 A November 2nd, 2015.

10 Q And what is it?

11 A The contract agreement.

12 JUDGE ROSAS: Counsel, this and the related ancillary  
13 documents going to be more of the same?

14 MR. LOPEZ: Yeah, they're some of the same, yeah.

15 JUDGE ROSAS: You mean some but not all? Some of them got  
16 different documents when they got the contracts?

17 MR. LOPEZ: No. So the contract is relatively the same,  
18 so are the exhibits, yeah.

19 JUDGE ROSAS: Okay. So let's not belabor it. Let's  
20 just --

21 MR. LOPEZ: Okay. I mean, we --

22 JUDGE ROSAS: -- let's lead them and get it in.

23 MR. LOPEZ: Okay. Move to admit GC Exhibit 79.

24 MR. ROBERTS: No objection.

25 JUDGE ROSAS: All right. 79 is received.

1       **(General Counsel Exhibit Number 79 Received into Evidence)**

2           MR. ROBERTS: No objection to 80 and 81 either. This is  
3 the contract and the exhibits.

4           JUDGE ROSAS: You want to identify them, counsel, for the  
5 record?

6           MR. LOPEZ: Sure. GC Exhibit 80 -- should I just leave it  
7 there?

8           JUDGE ROSAS: Go ahead. Go ahead. Unless you need to --

9           MR. LOPEZ: Okay. Independent contractor agreement  
10 between SOSI and Stephany Magana.

11          MR. ROBERTS: We'll so stipulate. No objection.

12          MR. LOPEZ: And also signed by Stephany Magana as to pages  
13 4 of the independent contractor agreement for, what looks to be  
14 the Code of Professional Responsibility, Confidentiality  
15 Agreement for Contractor Employees, and Associate Code of  
16 Business Ethics and Conduct.

17          JUDGE ROSAS: And this is 80?

18          MR. LOPEZ: This is 80, yes, Your Honor.

19          JUDGE ROSAS: Okay. 80 is received.

20       **(General Counsel Exhibit Number 80 Received into Evidence)**

21          JUDGE ROSAS: 81?

22          MR. LOPEZ: Okay. GC Exhibit 81 is the exhibits to the  
23 Independent Contractor Agreement. And that is Exhibits 1  
24 through 7 as described on GC-80 on page 10 of the exhibit, of  
25 the Independent Contractor Agreement.

1           So that includes Exhibit 1, Code of Professional  
2   Responsibility for Interpreters; Exhibit 2, Immigration Court  
3   Operating Guidelines for Contract Interpreters; Exhibit 3,  
4   Confidentiality Agreement for Contract Employees; Exhibit 4,  
5   EOIR Court Interpreter Handbook; Exhibit 5, sample of  
6   immigration court terminology lists; Exhibit 6, Certification  
7   of Interpretation Form; and Exhibit 7, Associate Code of  
8   Business Conduct.

9           MR. ROBERTS: No objection.

10          JUDGE ROSAS: All right. 81 is received.

11       **(General Counsel Exhibit Number 81 Received into Evidence)**

12   Q     BY MR. LOPEZ: Okay. Ms. Magana, did SOSI ever revoke the  
13   Associate Code of Business Conduct?

14   A     Not that I'm aware of, no.

15   Q     Do you recall if they ever revoked any of the other  
16   exhibits to the Independent Contractor Agreement?

17   A     I don't think I understand the question.

18   Q     Did you ever receive a communication from SOSI that said  
19   that these exhibits no longer apply to you?

20   A     No. No.

21   Q     Did you comply with these -- the terms of these exhibits?

22   A     Yes.

23   Q     Are you familiar with the Interpreters Guild of America?

24   A     Yes.

25   Q     And what is the Interpreters Guild of America?

- 1 A It's an interpreter association.
- 2 Q Okay. And are they affiliated with a union?
- 3 A I believe so, yes.
- 4 Q Which union?
- 5 A CWA.
- 6 Q How did you hear about the Interpreters Guild of America?
- 7 A Through interpreter-translator forums on Facebook.
- 8 Q And did you get involved with the Interpreters Guild of
- 9 America?
- 10 A Yes.
- 11 Q How did you get involved?
- 12 A I got involved by going to their meetings and trying to
- 13 help out, trying to get more information to better our
- 14 profession.
- 15 Q Did you become a member of the Interpreters Guild of
- 16 America?
- 17 A Yes.
- 18 Q About how many meetings do you think you attended?
- 19 A More than a handful.
- 20 Q More than ten?
- 21 A Around there, yeah, maybe. I can't --
- 22 Q What did you discuss at those meetings?
- 23 A We discussed the current situation and what's going on
- 24 with the interpreters who work for worker's comp, medical
- 25 interpreters, and also with -- regarding the immigration

1 interpreters --

2 Q What was discussed --

3 A -- the issues that we were having -- the issues we were  
4 having at the time.

5 Q And what were those issues?

6 A Not getting paid on time, not getting adequate breaks.

7 Q Okay. Did you ever solicit support for the Interpreters  
8 Guild of America?

9 A Yes.

10 Q How did you do that?

11 A By attending the meetings and -- I mean, it kind of  
12 happened kind of organically. I mean, you went to the meetings  
13 and it just -- they just helped us.

14 Q Did you ever speak to other interpreters about the  
15 Interpreters Guild of America?

16 A Yes.

17 Q Did you ever try to get other interpreters to join the  
18 Interpreters Guild of America?

19 A Yes.

20 Q Were there immigration interpreters from EOIR also active  
21 with the Interpreters Guild of America?

22 A Can you repeat the question?

23 Q Were the interpreters from SOSI that worked at EOIR also  
24 active?

25 A Some, not all.

1 Q Do you recall who?

2 A Me, Diana De La Rosa, Hilda, Elsa, Claudia Sanchez,  
3 Fernando Becerril, as well.

4 MR. LOPEZ: Okay. So Your Honor, my next line of  
5 questioning is over the half-day and full-day rate. Was  
6 that -- that was --

7 MS. HADDAD: That was overruled.

8 MR. LOPEZ: That was not part of the -- okay.

9 Q BY MR. LOPEZ: Under the contract, what wage rates were  
10 interpreters to be paid?

11 A What rates?

12 Q Yeah.

13 A So for the half day it would be 225, and for a full day  
14 would be 425.

15 Q What did you have to do to receive a half-day rate?

16 A Work -- work between zero and four hours.

17 MR. ROBERTS: We'd be willing to include this in the  
18 stipulation that the contract, at least the one that the  
19 southern California ones signed, all have half-day, full-day  
20 rates of 225, 425. They were session rates, and sort of within  
21 the scope of they worked until they were released by the court.  
22 And once they were released, they were free to go, paid for the  
23 whole session.

24 MS. HADDAD: No objection, Your Honor.

25 JUDGE ROSAS: Okay.

1 MS. BRADLEY: I would just take exception to the final  
2 point that they were paid by the -- for the -- that they were  
3 paid by the entire session. There's been some testimony  
4 regarding disputes over pay and the promise of payment, and I  
5 think maybe it would be best just to exclude that from the  
6 stipulation.

7 MR. ROBERTS: Well, under the contract they were entitled  
8 to be paid for the session. There may have been a delay in  
9 being paid, but they were entitled to be paid for the session.

10 JUDGE ROSAS: The contract rates are, I guess,  
11 foundational to the extent that someone's getting the shaft or  
12 not. So we'll just have to deal with it going forward.

13 Next question.

14 MR. LOPEZ: So no agreement --

15 JUDGE ROSAS: Well, you've already established the  
16 contract rates.

17 Q BY MR. LOPEZ: How much work did you have to -- oh, sorry  
18 about that. Were you paid the half-day rate regardless of how  
19 many cases you completed during the four hours encompassing the  
20 half-day session?

21 A Yes.

22 Q Were there any ways to make more money while working a  
23 half-day session?

24 A No.

25 Q Were there any ways to make more money while working a



1 full-day session?

2 A No.

3 Q Did you ever work less than the complete four hours for  
4 the half-day rate at -- yeah. Did you ever work less than the  
5 complete four hours for the half-day rate?

6 A Yes.

7 Q And were you paid the entire half-day rate when you worked  
8 less than four hours?

9 A Yes.

10 Q Did you have to do anything prior to getting an assignment  
11 from SOSI?

12 A Did I have to do anything prior to -- can you repeat the  
13 question?

14 Q Did you have to do anything, communicate anything?

15 A Confirm the assignment with the coordinator.

16 Q Did you have to send your availability?

17 A Oh, yes. Yes, I had to send my availability, yes.

18 Q And how are you provided assignments after sending your  
19 availability?

20 A It was mainly via email.

21 Q Who would send you that email?

22 A Haroon Siddiqi.

23 Q And who is that?

24 A The coordinator.

25 JUDGE ROSAS: You all agree that's the only way it went,

1 the assignments were conveyed, correct?

2 MR. ROBERTS: I would stipulate or propose a stipulation  
3 that the process was for the interpreter to make his or her  
4 availability known, then the regional coordinator would offer  
5 or assign cases to be confirmed or rejected by the interpreter,  
6 and that that was the process, they either accepted it or they  
7 declined it.

8 JUDGE ROSAS: And the exact verbiage is reflected in the  
9 emails.

10 MR. ROBERTS: Correct.

11 JUDGE ROSAS: Is that right?

12 MS. HADDAD: Yes, Your Honor.

13 JUDGE ROSAS: We don't have to get into a semantical  
14 dispute, right? It's all laid out?

15 MS. HADDAD: Yes, Your Honor. The --

16 MR. LOPEZ: Well, there were nuances in that yeah, they  
17 could be rejected or denied, but -- .

18 JUDGE ROSAS: Wait. I'm not asking -- the terminology is  
19 in the email. There's an email that's sent to the interpreter  
20 and the interpreter responds, right?

21 MR. ROBERTS: Yes. And so the --

22 JUDGE ROSAS: And that's the standard format.

23 MR. ROBERTS: Please confirm.

24 MS. HADDAD: Well, it became standard format after things  
25 were supposed to settle down. But there's -- in December and

1 in January when interpreters were helping to coordinate  
2 cases --

3 JUDGE ROSAS: Okay.

4 MS. HADDAD: -- that's not what happened.

5 JUDGE ROSAS: Okay. Aside from that, okay.

6 MR. LOPEZ: Okay. So --

7 MS. HADDAD: So where do we --

8 MR. ROBERTS: Well, we would agree that in December and  
9 January, things were chaotic. And if you need to get into  
10 that, then that's fine.

11 MS. HADDAD: Okay.

12 MR. ROBERTS: But once we got past January, can we agree  
13 that that was the process?

14 JUDGE ROSAS: We have the emails.

15 MS. HADDAD: Yes, I think so, Your Honor.

16 JUDGE ROSAS: And if there's any unique emails, then  
17 that's a different story. But if they're all basically the  
18 same verbiage --

19 MR. LOPEZ: Well, to the extent that any future exhibits  
20 have something contradicting that --

21 JUDGE ROSAS: Sure. Of course.

22 MR. LOPEZ: Okay. Then we would stipulate to that.

23 JUDGE ROSAS: Charging Party?

24 MS. BRADLEY: Trying to recall the -- yes. I would agree  
25 to that, as well.

1 Q BY MR. LOPEZ: If you did decline an assignment, did you  
2 face any consequences?

3 A No. Not generally. Generally, no.

4 Q Okay. What about not generally?

5 A Well, I mean, there was one time where I asked for some  
6 time off, and Haroon got a little upset.

7 Q Okay. Can you please take a look at GC Exhibit 86.  
8 Please review it.

9 MR. ROBERTS: Just so I'm clear, for the moment, you're  
10 skipping 82 --

11 MR. LOPEZ: Yeah, sorry. When I was preparing these --

12 MR. ROBERTS: I mean, it doesn't matter, I just want to  
13 make sure we're talking the same thing.

14 MR. LOPEZ: -- that's how this one came out. But yeah, GC  
15 86 is the next one. And then it'll go back to 82.

16 Q BY MR. LOPEZ: Do you recognize this email exchange?

17 A I do.

18 Q Okay. What is it about?

19 A It's about me asking for some time off to prepare for my  
20 certification exam, and Haroon replies back that it was kind of  
21 upsetting to know about my availability.

22 Q Okay. And in your experience with other interpretation  
23 agencies, has someone giving you an assignment ever expressed  
24 they were upset at you for not being available?

25 A Never. No.

1 Q And why did you feel the need to explain why you were not  
2 available to Mr. Siddiqi?

3 A I felt the need to explain because of the tone of his  
4 email. He seemed upset, and so I felt kind of obligated to  
5 give him an explanation because of it.

6 Q What did you think would happen if you did not explain  
7 your lack of availability?

8 A I don't know. I don't know. I mean, everything was so  
9 chaotic. I didn't know what would happen, so I was just trying  
10 to cover my bases.

11 Q Okay. When did this email exchange take place?

12 A At the end of February, 2016.

13 Q Would you say things had settled down at that point at  
14 SOSI, as far as the way they would assign cases?

15 A Yes. In regards to assigning cases, yes.

16 Q And why did you think there was a -- or, let's see.

17 MR. LOPEZ: Move to admit GC Exhibit 86.

18 MR. ROBERTS: No objection.

19 JUDGE ROSAS: 86 is received.

20 **(General Counsel Exhibit Number 86 Received into Evidence)**

21 Q BY MR. LOPEZ: It looks like after you made your  
22 explanation on the second page, Mr. Siddiqi replies to you on  
23 the first page here.

24 A Uh-huh.

25 Q After he replied to you, what -- did you still think that

1     there was a possibility of any repercussions?

2     A     No.

3     Q     And why not?

4     A     No, because he wished me luck, and he said that's fine.  
5     But at first, I thought it was kind of strange.

6     Q     And in that reply, he explains -- or does he explain why  
7     he was upset previously?

8             JUDGE ROSAS: Document speaks for itself. Next question.

9     Q     BY MR. LOPEZ: Did you ever receive an assignment that you  
10    later found out was taken from another interpreter?

11    A     Can you repeat that question one more time?

12    Q     Did you ever receive an assignment that you later found  
13    out was taken from another interpreter?

14    A     I don't think so. I don't think so.

15    Q     Do you recall anything with Ms. Jo Ann Gutierrez-Bejar?

16    A     Vaguely, because I mean, in the beginning, it was so  
17    chaotic with cases being canceled, and then being -- and then  
18    us being reassigned. There were times where we thought, oh --  
19    we thought maybe we were being reassigned or -- or cases were  
20    taken away and given to someone else. So I mean, we talked  
21    about this all the time with Jo Ann and others. So I don't  
22    remember a particular time that we talked about this, but it  
23    was something that was -- that we were aware of.

24    Q     Would you say that was something that was common?

25    A     No.

1 Q After you accept an assignment, did SOSI ever reassign the  
2 assignment to another interpreter?

3 A To my -- according to my experience, I don't believe it  
4 happened. Although there was one time where I believe a case  
5 that was assigned to me was reassigned to a staff interpreter,  
6 and I thought that was weird.

7 Q Do you recall any specifics of that case?

8 A No. No.

9 Q Did you ever accept a travel case and have that happen?

10 A No.

11 Q Did you ever have a case reassigned by SOSI liaison Angel  
12 Garay?

13 A Yes, it happened.

14 Q And what happened in that instance?

15 A Well, there were times where an interpreter was running  
16 late, and so I happened to be there early. So sometimes I  
17 would -- he would switch the case -- the early case and give it  
18 to me and give the later case to the interpreter who was  
19 running late.

20 Q Did you ever see him call anybody before making the  
21 assignment?

22 A Yes.

23 Q Under what circumstances -- if SOSI took away your  
24 assignment, would you be paid anything?

25 A You mean canceled or taken away?

1 Q Under either circumstance.

2 A Either circumstance? Okay. Can you repeat the question  
3 one more time?

4 Q If SOSI took away your assignment, would you be paid  
5 anything?

6 A If it was -- if it was canceled in less than 24 hours,  
7 yes, I would get paid.

8 MR. LOPEZ: I propose a stipulation on that.

9 MR. ROBERTS: Well, it's stated in the contract, and we'll  
10 agree that that's in the contract.

11 MR. LOPEZ: Okay.

12 MS. HADDAD: Well, I think the stipulation should be to  
13 what the actual practice was not -- I mean, the contract speaks  
14 for itself.

15 MR. ROBERTS: Well, that was the practice, that if someone  
16 canceled within less than 24 hours -- if the case was canceled  
17 in less than 24 hours, they were paid for the -- is it possible  
18 somebody wasn't? I don't know. But, I mean, the practice was  
19 to pay them.

20 MR. LOPEZ: Well, can you stipulate to the practice  
21 being -- getting paid if you -- if SOSI canceled the case with  
22 less than 24 hours?

23 MR. ROBERTS: Yes, that's --

24 MR. LOPEZ: Charging Party?

25 MS. BRADLEY: Yes.



1 JUDGE ROSAS: I mean, if somebody turns up, that's not the  
2 case obviously, and we'll revisit it.

3 MR. LOPEZ: We know what to pare down for future ones.

4 Q BY MR. LOPEZ: Could you swap an assignment with approval  
5 from SOSI?

6 A Yes.

7 Q Whose approval did you need?

8 A Haroon's approval.

9 Q And could SOSI deny swapping assignments with other  
10 interpreters?

11 A I assume they could. I'm pretty sure, yeah.

12 Q Did that ever happen to you?

13 A No, not to me.

14 Q Could you subcontract your assignments to other  
15 interpreters?

16 A I believe it's on the contract, yes.

17 Q You could subcontract --

18 A I believe so. I'm not a hundred percent sure, but -- I  
19 never did.

20 MR. ROBERTS: With regard to swapping cases, we would  
21 stipulate that they could swap with approval. If you have an  
22 example of somebody being denied that, then put it --

23 MS. HADDAD: General Counsel, I think, has already had one  
24 example where they could not swap with approval, and I don't  
25 think we're willing to stipulate to that at this time.

1 JUDGE ROSAS: Okay.

2 MS. HADDAD: Oh, I'm sorry. I misunderstood. Did you  
3 mean that they could swap if the --

4 MR. ROBERTS: If it was approved.

5 MS. HADDAD: Oh.

6 MR. ROBERTS: And I said, if you have examples of somebody  
7 being denied approval, then put it on.

8 MS. HADDAD: We do -- we do have examples, and we have  
9 already put on examples --

10 MR. ROBERTS: Okay. I'm just saying that if they had  
11 approval, they could swap a case.

12 MR. LOPEZ: And this is approval of the coordinator,  
13 correct?

14 MR. ROBERTS: Of the coordinator, correct.

15 MR. LOPEZ: Okay.

16 MS. HADDAD: Okay.

17 MR. LOPEZ: So if that's the stipulation, then we would  
18 agree to it. General Counsel would agree to it.

19 MS. HADDAD: Charging Party?

20 MS. BRADLEY: Yes, I would agree to that.

21 MS. HADDAD: Okay.

22 Q BY MR. LOPEZ: How far in advance of an assignment did you  
23 need to get to the EOIR court?

24 A At least 24 hours.

25 Q To arrive.

1 A Oh, to arrive. Oh, okay. I thought to receive an  
2 assignment. Sorry. Well, I mean, in my case, you know, I  
3 would take public transportation to come down here to downtown,  
4 so I give myself extra time to be here. Say, if my case  
5 started at 8:00, I would -- I would have to be here by 7:30  
6 because that's when they open the windows.

7 Q Were you paid for that time, getting there earlier?

8 A No. No.

9 Q Do you know where SOSI could discipline you for being late  
10 to your assignment?

11 A Yes.

12 Q How so?

13 A I believe it's in the contract.

14 Q Do you recall anything specific about that?

15 A I believe they deduct an hour of pay if someone shows up  
16 late or something happens.

17 Q Were you provided with a bilingual dictionary?

18 A There was one. There was -- there was one in all of the  
19 court rooms.

20 Q And what languages was that bilingual dictionary for?

21 A It was for English and Spanish.

22 Q Were there bilingual dictionaries for other languages?

23 A No.

24 MR. LOPEZ: We stipped to the bathroom breaks, right?

25 MS. HADDAD: Yes, we did.

1           MR. LOPEZ: Have we stopped to what to do with a COI after  
2 completing the assignment?

3           MR. ROBERTS: Yes.

4           MS. HADDAD: Yes. Oh --

5           MR. ROBERTS: You mean in terms of how to submit it?

6           MR. LOPEZ: Yes.

7           MR. ROBERTS: Well, I mean, you've shown that there were  
8 some variations and changes in that regard. I mean, we're not  
9 going to contest those emails. So I mean, they're from SOSI,  
10 so whatever they say, they say.

11       Q     BY MR. LOPEZ: Well, after you completed an assignment,  
12 did you have to do anything with your COI?

13       A     So after completing my assignment, I would go down to the  
14 clerk's office and I had to get it stamped and --

15           MR. ROBERTS: We stipulated to that.

16           THE WITNESS: Oh, sorry, sorry.

17       Q     BY MR. LOPEZ: No, no, you didn't know about that. That  
18 was my fault. Sorry. I thought I was somewhere else in this  
19 questioning.

20       A     Or you mean after-after, like, I would scan it.

21       Q     So after you leave the courthouse, and you've completed  
22 your assignment and you've been let go by EOIR, what do you do  
23 with your COI?

24       A     I would scan it, save it on my computer, and send it at  
25 the end of the week with all of my other COIs.

1 Q Will you please take a look at GC Exhibit 82? Are these  
2 your COIs?

3 MR. ROBERTS: We'll stipulate those are her COIs, and no  
4 objection.

5 MR. LOPEZ: Move to admit, Your Honor.

6 JUDGE ROSAS: 82 is received.

7 **(General Counsel Exhibit Number 82 Received into Evidence)**

8 Q BY MR. LOPEZ: How soon after submitting your COI form to  
9 SOSI were you supposed to get paid?

10 A Thirty days.

11 Q How did you know that?

12 A Because it was -- it was in the automatic reply that I  
13 received after submitting my COI forms. I would get an  
14 automatic reply, and it would say net 30.

15 Q Okay. And did you get paid 30 days after your COI?

16 A Not in the beginning, no.

17 Q Okay. When did you submit your first COI's?

18 A The first -- the first week of December, that first  
19 Friday.

20 Q So for those COI's, when were you supposed to get paid?

21 A The first week of January.

22 Q Okay. And were you paid?

23 A No.

24 Q And did you discuss your lack of payment with other  
25 interpreters?

1 A Yes.

2 Q Who?

3 A With my colleagues, Hilda Estrada, Diana Illarraza, Maria  
4 Portillo, Fernando Bercerril, Elsa Anaya, Claudia Sanchez,  
5 Charles Gray, Jo Ann Bejar.

6 Q Okay.

7 A And other interpreters, too, other interpreters. I don't  
8 remember their names right now.

9 Q Okay. Can you take a look at GC Exhibit 83? Do you  
10 recognize that document?

11 A Yes.

12 Q And who wrote it?

13 A I wrote it.

14 Q And what is it about?

15 A It's about -- it's an email to -- for a meeting, for us to  
16 meet with my colleagues to talk about what was going on.

17 Q And what was going on?

18 A We weren't getting paid. We were working, and we kept on  
19 working, and weren't getting paid. And we were worried and  
20 getting stressed out, and we thought that it was --

21 Q Okay. And --

22 A We had to -- we had to -- we had to meet and talk about  
23 this.

24 Q And did you attend the meeting mentioned in this email?

25 A I did.

1 Q And did it take place at the address in the email?

2 A Yes.

3 Q Did it take place on the date mentioned in the email?

4 A Yes.

5 Q Okay.

6 MR. LOPEZ: Move to admit GC-83.

7 MR. ROBERTS: No objection.

8 JUDGE ROSAS: 83 is received.

9 **(General Counsel Exhibit Number 83 Received into Evidence)**

10 Q BY MR. LOPEZ: Who else attended that meeting?

11 A Maria Portillo --

12 JUDGE ROSAS: Looking at the document, right?

13 THE WITNESS: Yes, I am.

14 JUDGE ROSAS: Do you need to look at it?

15 THE WITNESS: I do because I'm --

16 JUDGE ROSAS: She doesn't recall.

17 THE WITNESS: Yeah.

18 MR. LOPEZ: You don't recall?

19 THE WITNESS: I don't recall, but you know.

20 MR. LOPEZ: That's okay.

21 THE WITNESS: The majority of the people on this list

22 came, except for a few that didn't.

23 Q BY MR. LOPEZ: Noted.

24 A Yeah.

25 Q Okay. When did you end up getting paid for your first

1 assignment?

2 A At the end of January.

3 Q And is that the only time SOSI didn't pay you on time?

4 A Yes.

5 Q Please take a look at GC Exhibit 84. Who is this email  
6 between?

7 A It's between me and Jessica Bailey.

8 Q And who is Jessica Bailey?

9 A It says here she's an AP specialist.

10 Q And why were you contacting Jessica Bailey?

11 A I contacted her because I believe one of my other  
12 colleagues had emailed her about getting paid. And she was  
13 successful in that, and so I tried to do the same.

14 Q For what cases were you not paid for here?

15 A Well, let's see. Yes, so by this date, I had been paid  
16 for the month of December, except for a week in December, which  
17 was between the 8th and 11th, that were still -- that I still  
18 hadn't gotten paid for.

19 Q Okay.

20 MR. LOPEZ: Move to admit GC Exhibit 84.

21 MR. ROBERTS: No objection.

22 JUDGE ROSAS: No objection?

23 MR. ROBERTS: No.

24 JUDGE ROSAS: 84 is received.

25 **(General Counsel Exhibit Number 84 Received into Evidence)**



1 Q BY MR. LOPEZ: Okay. And this email exchange is only  
2 about your lack of payment, correct?

3 A Yes.

4 Q At the bottom of the first page, is that your reply?

5 A Yes.

6 Q Why did you mention your colleagues?

7 A Because they were suffering through the same thing that I  
8 was.

9 Q Did you know other interpreters who still had not been  
10 paid?

11 A Yes.

12 Q Did you ever speak to the press regarding not getting paid  
13 on time?

14 A Yes.

15 Q Could you please look at the stack before you, the other  
16 stack, GC Exhibit 30, if you can find it?

17 MR. ROBERTS: I'm sorry, what number?

18 MR. LOPEZ: GC Exhibit 30.

19 MR. ROBERTS: 30.

20 Q BY MR. LOPEZ: Do you recognize that?

21 A I do.

22 Q Okay. And did you provide any quotations for that  
23 article?

24 A I did.

25 Q What did you -- what did you discuss with the reporter for

1     that article?

2     A     I described the horrible situation we were -- we were in  
3     at the time.

4     Q     What specifically was horrible about it?

5     A     That we felt like we were working for free because we  
6     weren't getting paid on time.

7     Q     And do you recall making the statements in this article?

8     A     Yes.

9     Q     How did -- how did Mr. Flores get in contact with you?

10    A     He contacted me -- he contacted me through Hilda Estrada.  
11    Hilda Estrada was in contact with him, and so that's how I got  
12    involved.

13    Q     Can you go back into the stack and look for GC Exhibit 28?

14    A     28?  Okay.

15    Q     Do you recognize what's in that document?

16    A     Yes.  Yes, it's a press release.

17    Q     And were you involved in the creation of this press  
18    release?

19    A     No.  I didn't write it.

20    Q     Okay.  Did you provide any quotations for it?

21    A     Yes.

22    Q     Do you recall who you provided those quotations for?

23    A     For Jo Ann.

24    Q     Did you ever meet with Jo Ann to discuss the press release  
25    before it was issued?

- 1 A Yes.
- 2 Q Do you recall if anyone else was there?
- 3 A No, I don't remember.
- 4 Q During this time where interpreters were not being paid on  
5 time, did you ever try to help other interpreters get payment  
6 from SOSI?
- 7 A I did. I tried.
- 8 Q Could you please take a look at GC Exhibit 85? Do you  
9 recognize that email?
- 10 A Yes.
- 11 Q Okay. And who sent that email?
- 12 A I sent that email.
- 13 Q And who were you sending it to?
- 14 A I sent it to Patricia and Bahram.
- 15 Q And who is Bahram?
- 16 A Bahram, he -- I think he's -- he speaks several languages.  
17 I know he speaks Farsi and some other dialect, a couple of  
18 other dialects.
- 19 Q Is he an interpreter?
- 20 A Yes, he's an interpreter.
- 21 Q And does he work for SOSI?
- 22 A Currently, I don't know.
- 23 Q Did he work for SOSI at one time?
- 24 A Yes, yes.
- 25 Q And whose email is pr.interpreting@yahoo.com?

1 A Yes, that's Patricia Rivadeneira's email address.

2 Q And why were you reaching out to Bahram?

3 A Yeah, because after our latest IGA meeting prior to this  
4 email that was sent, he -- we formed groups of -- we formed  
5 groups of things to do for us. And so Patricia and I  
6 volunteered to help people get paid, since we were the ones  
7 that were getting paid around that time.

8 Q You had experience trying to get paid from SOSI?

9 A Yes.

10 MR. LOPEZ: Move to admit GC Exhibit 85.

11 MR. ROBERTS: No objection.

12 JUDGE ROSAS: 85 is received.

13 **(General Counsel Exhibit Number 85 Received into Evidence)**

14 MS. HADDAD: Your Honor, can we go off the record for just  
15 a minute?

16 JUDGE ROSAS: Sure.

17 (Off the record at 5:05 p.m.)

18 JUDGE ROSAS: We're back on.

19 Q BY MR. LOPEZ: Did SOSI require you to dress a certain  
20 way?

21 A Yes.

22 Q How?

23 A In a professional manner.

24 Q How did you know that?

25 A Through emails that Claudia Thornton sent us. And I

1 believe it's in the contract, as well. I'm not a hundred  
2 percent sure.

3 MR. LOPEZ: We had a stipulation as to the badges?

4 MR. ROBERTS: I'm sorry, what?

5 MS. HADDAD: A stip --

6 MR. ROBERTS: Yeah. We stipulated on the badges.

7 MS. HADDAD: Okay.

8 Q BY MR. LOPEZ: While working for SOSI at the EOIR court,  
9 were you allowed to solicit business?

10 A No.

11 Q And why not?

12 A No. I'm not sure if it's part of the contract, but as  
13 part of our code of ethics of court interpreters, it's not  
14 allowed.

15 Q Were you allowed to perform interpretation services for  
16 any immigration attorneys?

17 A Yes, if it was outside of court.

18 Q Did SOSI evaluate interpreters?

19 A Not that I'm aware of. Not in my case.

20 Q Were they supposed to?

21 A I believe so.

22 Q Please look for GC Exhibit 36 in that stack. Do you  
23 recognize that document?

24 A Yes, I do.

25 Q Okay. And what is it about?

- 1 A It's a petition about Maria Elena Walker.
- 2 Q Did you sign this petition?
- 3 A Yes.
- 4 Q Where did you sign it?
- 5 A Where did I sign it?
- 6 Q Yeah. On the document.
- 7 A Oh, yeah, the -- I'm the sixth person down.
- 8 Q On the second page?
- 9 A Yes.
- 10 Q And what date did you sign it?
- 11 A I signed it on the 11th.
- 12 Q Did you have an opportunity to read this letter before you
- 13 signed it?
- 14 A Yes.
- 15 Q And who gave you the petition to sign?
- 16 A Hilda Estrada.
- 17 Q And did she explain what it was about?
- 18 A Yes.
- 19 Q And did you agree with the letter at the time?
- 20 A Yes.
- 21 Q Please take a look at GC Exhibit 37. It should be the one
- 22 right after it. Do you recognize that petition?
- 23 A Yes.
- 24 Q What is it about?
- 25 A It's about quality assurance and about quality control,

1     requesting to include entrance exams, and also the rejection of  
2     the interpreting school in a conflict of interest.

3     Q     And did you sign this petition?

4     A     I did.

5     Q     Do you recall where?

6     A     Yes, it's on the -- on the fifth page.

7     Q     Where on the fifth page?

8     A     In the middle. Right in the middle.

9     Q     Okay. Whose name is above yours?

10    A     Dana. Dana's name. Dana Markowitz.

11    Q     And what date was that signed?

12    A     The 20th of January.

13    Q     And who gave you this petition?

14    A     Hilda.

15    Q     And did she explain the petition to you?

16    A     Yes.

17    Q     Did you have an opportunity to read the letter before you  
18    signed the petition?

19    A     Yes.

20    Q     Let's take a look at GC Exhibit 39. It should be the one  
21    after the next one there. Do you recognize this document?

22    A     Yes.

23    Q     What is it about?

24    A     It's about -- it looks like it's about the  
25    disqualifications, about the unfair, unprecedented number of

1       disqualifications that were going on at the time.

2       Q       Okay. And did you sign this petition?

3       A       Yes.

4       Q       Where did you sign it?

5       A       I'm the eighth person on the --

6       Q       And what date did you sign it?

7       A       The 1st of March. The 1st of March, 2016.

8       Q       And who gave you this petition?

9       A       Hilda.

10      Q       Did she explain what it was about?

11      A       Yes.

12      Q       Did you have an opportunity to read the letter before you  
13      signed it?

14      A       Yes. I actually helped her edit the verbiage of the -- of  
15      the letter.

16      Q       Do you know whether these three petitions were sent to  
17      SOSI?

18      A       I believe so, yes.

19      Q       How do you know that?

20      A       Because Hilda spoke about it to us. She spoke about  
21      sending them and telling us that she was going to send it.

22      Q       Did she ever send you any proof that she sent it?

23      A       Yeah, she sent us a picture of her -- of her preparing the  
24      envelopes. And I don't remember the date -- I don't remember  
25      the day that she went to the post office to send it.



1 Q When was your contract supposed to expire?

2 A August 2016.

3 Q Do you know if your contract can be cancelled prior to its  
4 expiration?

5 A Yes.

6 Q How do you know that?

7 A It's in the contract. It says that -- it says in the  
8 contract that -- I believe it says in the contract that it can  
9 be cancelled at any time by either party.

10 Q And was your contract renewed by SOSI?

11 A No.

12 Q Let's take a look at GC Exhibit 87. Do you recognize that  
13 email?

14 A Yes.

15 Q Okay. And what is it about?

16 A It's Claudia Thornton informing me that my -- that my  
17 contract was not going to be extended and that it was going to  
18 expire on the 31st of August.

19 Q Was that the first time you were notified your contract  
20 would not be extended?

21 A Yes. The first and only time.

22 Q What date was that email sent?

23 A August 24th.

24 Q And was -- did you ever receive -- or did SOSI ever  
25 provide you with any reasons for not renewing your contract?

1 A No.

2 Q Did you have any pending assignments, that you had  
3 accepted already when you were told your contract would not be  
4 renewed?

5 A Yes.

6 Q What happened to those assignments?

7 A I took those assignments. I think my last assignment was  
8 about -- I think it was, I don't know, the 28th of August, or  
9 the 29th.

10 Q Did you cancel any assignments?

11 A I did.

12 Q For what dates?

13 A I believe it was the day right after this. So on the 25th  
14 and the 26th of August, I believe.

15 Q And why did you cancel those assignments?

16 A Because we -- because we were going to demonstrate, and so  
17 we were all very mad that we --

18 Q Who is we in that sentence?

19 A We, Hilda, Diana, Fernando, Elsa, Claudia.

20 Q And do you don't know whether they had their contracts  
21 renewed?

22 A No, they did not. Not all of them, no. Just a few.

23 MR. LOPEZ: Move to admit GC 87.

24 MR. ROBERTS: No objection.

25 JUDGE ROSAS: 87 is received.

1       **(General Counsel Exhibit Number 87 Received into Evidence)**

2       Q     BY MR. LOPEZ:  You mentioned that there were some  
3       demonstrations.  When did they take place?

4       A     They took place the day right after I received that email  
5       from Claudia Thornton.  So I believe it was the 25th of August  
6       and the 26th of August.

7       Q     And how did that demonstration -- how was that planned?

8       A     Very quickly.

9       Q     Who was involved in the planning?

10      A     Hilda -- mainly Hilda.

11      Q     Were you involved at all?

12      A     Me -- yes, me, Maria, Jo Ann, Elsa.

13      Q     Okay.  And where did the demonstrations take place?

14      A     Right in front of 606 South Olive.

15      Q     And about how many people participated in that?

16      A     About 8.  Between 7 and 10 people.

17      Q     And what did you do during the demonstrations?

18      A     We held up signs, we chanted.

19      Q     Okay.  Can you please take a look at GC Exhibit 89?  Do  
20      you recognize that picture?

21      A     Yes.

22      Q     And who -- do you know who took that picture?

23      A     No.

24      Q     Okay.  Do you know where it was taken?

25      A     Right in front of 606 South Olive.

1 Q And who -- do you recognize any of the individuals in that  
2 picture?

3 A Yes, it's Hilda Estrada in the middle, and I believe it's  
4 Maria Portillo's daughter.

5 Q Where?

6 A On the left. On the left-hand side.

7 Q And when was this picture taken?

8 A It says the 25th of August.

9 Q Okay. And are you on this picture?

10 A Yes.

11 Q Where?

12 A On the right-hand side of the picture.

13 Q Okay. And it looks like you're wearing a sign. What does  
14 that sign say?

15 A It says EOIR -- EOIR, you went too far.

16 Q Okay. Were there any signs regarding SOSI at this  
17 demonstration?

18 A Yes, there was.

19 Q Do you recall any?

20 A No, I don't.

21 MR. LOPEZ: Move to admit GC-89.

22 MR. ROBERTS: No objection.

23 JUDGE ROSAS: General Counsel's 89 is received.

24 **(General Counsel Exhibit Number 89 Received into Evidence)**

25 Q BY MR. LOPEZ: Please take a look at GC Exhibit 88.

- 1     A     88.
- 2     Q     Do you recognize that email exchange?
- 3     A     I do.
- 4     Q     And who's involved in that email exchange?
- 5     A     Me and Desta, Desta Lakew.
- 6     Q     And who is Desta?
- 7     A     Desta, he's a coordinator, a travel coordinator.
- 8     Q     And what's happening in this email string?
- 9     A     He's offering me work. He's offering me a travel
- 10    assignment. A full day travel assignment for the first of --
- 11    of September.
- 12    Q     And at that point, had your contract expired?
- 13    A     That was the last day. So the contract -- my contract
- 14    expired the 31st.
- 15    Q     Okay.
- 16    A     Yeah, it expired that same day.
- 17    Q     Could you take work on September 1st -- the work on
- 18    September 1st that was offered? September 1st, 2016?
- 19    A     I don't think so, no. No.
- 20    Q     Okay. And did you take that assignment?
- 21    A     No.
- 22    Q     Why couldn't you take that assignment?
- 23    A     Because I didn't have a contract to work under. So --
- 24    Q     And did you note that to the coordinator?
- 25    A     I did.

1 MR. LOPEZ: Move to admit GC Exhibit 88.

2 MR. ROBERTS: No objection.

3 JUDGE ROSAS: 88 is received.

4 **(General Counsel Exhibit Number 88 Received into Evidence)**

5 Q BY MR. LOPEZ: Ms. Magana, did you ever receive any  
6 positive comments from your work at EOIR?

7 A I did. I did.

8 Q Did you ever receive those from the judges that you worked  
9 for at EOIR?

10 A I did, sometimes, yeah.

11 Q And how would you receive those?

12 A I received them on my COI. Most of the time, on my COIs,  
13 they would write something down, or just thank me after their  
14 -- after the hearing was over.

15 Q How often would that happen?

16 A I don't know.

17 Q It's okay.

18 A I don't know. It just --

19 Q You don't know?

20 A It happened, and I couldn't count -- I can't count the  
21 times it happened, but --

22 Q And what kind of comments would they make?

23 A Great job, good job, excellent job.

24 Q Did you ever receive any negative comments?

25 A Not that I know of, no.

1 Q At the time you entered into the contract with SOSI, did  
2 you believe you were an independent contractor?

3 A Yes.

4 Q Did you continue to believe that while you worked for  
5 SOSI?

6 A I -- I believed it -- I -- for -- for -- yes, I did, for  
7 some time. And then I started questioning it.

8 Q Okay. Did your belief in being an independent contractor  
9 changed at some point?

10 A Yes.

11 Q Why did it change?

12 A It changed because I felt that the -- I felt that SOSI was  
13 trying to be in control of us. Yeah.

14 Q Okay.

15 MR. LOPEZ: I have no further questions, Your Honor.

16 JUDGE ROSAS: Charging Party?

17 MS. BRADLEY: Very briefly, Your Honor.

18 **DIRECT EXAMINATION**

19 Q BY MS. BRADLEY: Ms. Magana, good afternoon.

20 A Good afternoon.

21 Q Do you recall earlier in your testimony when you were  
22 asked some questions regarding a business entity?

23 A Um-hum. Yes.

24 Q And in your own words, what does the term "business  
25 entity" mean?

1 A It means that if you are an independent contractor and  
2 giving services -- services in the City of Los Angeles, you  
3 need a business entity to -- to work.

4 Q Okay. And did you ever register a corporation with the  
5 State of California?

6 A No.

7 Q Did you --

8 A I don't think so.

9 Q -- register an LLC with the State of California?

10 A No. No.

11 Q And did you ever register a partnership of any kind with  
12 the State of California?

13 A No. No.

14 Q And did you apply for or receive a business license within  
15 any jurisdiction in California?

16 A Yes. Yes.

17 Q And what jurisdiction or jurisdictions did you receive a  
18 business license for?

19 A For the County of Los Angeles.

20 Q Okay. And were there any others that were in the County  
21 of Los Angeles?

22 A No, just -- just that. Um-hum.

23 MS. BRADLEY: No further questions.

24 JUDGE ROSAS: Cross-examination.

25 MR. ROBERTS: I request the -- and also subpoena



1 production. And Your Honor, it's 5 -- almost 5:30. I'm going  
2 to have to review this. I was wondering if we could resume in  
3 the morning?

4 JUDGE ROSAS: I'd like to give you a little bit of time,  
5 see if we can complete this witness --

6 MR. ROBERTS: Okay.

7 JUDGE ROSAS: -- today. How much time do you need? What  
8 do we got?

9 MR. ROBERTS: Well, I've got to see the production of  
10 that.

11 JUDGE ROSAS: Okay.

12 MR. ROBERTS: Off record.

13 (Off the record at 5:26 p.m.)

14 **CROSS-EXAMINATION**

15 Q BY MR. ROBERTS: Good afternoon, Ms. Magana.

16 A Good afternoon.

17 Q I'd like to first ask you about General Counsel's Exhibit  
18 36 --

19 A Um-hum.

20 Q -- which is one of the exhibits. It's the January 14th,  
21 2016 complaint --

22 A Um-hum.

23 Q -- to EOIR regarding Maria Elena Walker.

24 A Oh, yes.

25 Q Are you familiar with that?

1 A Yes.

2 Q And I know you said that you testified that you agreed  
3 with it at the time that you signed it?

4 A Yes.

5 Q Did you later come to change your mind on that?

6 A Somewhat, yes. Yes.

7 Q And did you come -- you later came to believe that the  
8 accusations in there were unfair in regard to Ms. Walker?

9 A Some of -- some of -- some of the accusations were unfair.

10 Q Okay, which ones were unfair? If you need to look at --

11 A Yes.

12 Q -- General Counsel's Exhibit 36, please do so.

13 A 36? Okay. Yes. For example, the first bullet point I  
14 agree with because it was -- my colleague was -- was a victim  
15 of -- of her discrimination --

16 Q Okay.

17 A -- because of her -- because of the way she is. And the  
18 second bullet point, that she created a hostile environment, I  
19 didn't personally experience a hostile environment working with  
20 her, but I know some other interpreters did. So it just -- you  
21 know, I agree with some of it, but not with all of it.

22 Q Okay. When you gave a deposition in related civil action  
23 -- or a civil action regarding -- and you were asked this  
24 question, correct?

25 A Yes.

1 Q And you became very emotional in that, and --

2 A Yes.

3 Q -- had to take time. And in that deposition you indicated  
4 that you felt that you'd been forced into writing this -- or  
5 signing this letter by Ms. Estrada, correct?

6 A Not that I was forced.

7 Q Okay, but that --

8 A No, not that I was forced.

9 Q Okay.

10 A No.

11 Q Well, what -- were you pressured by Ms. Estrada to sign  
12 this?

13 A No, I wasn't pressured. It was just the -- the general  
14 feeling at the time that -- it was a general feeling that --  
15 that people had at that time with certain aspects of -- of  
16 Maria Elena Walker's behavior.

17 Q Were you asked -- do you recall being asked the question,  
18 "Do you regret writing that letter?" and answering, "I do"?

19 A Yes.

20 Q And you were asked the question, "Why?" Do you recall  
21 being asked that question?

22 A Yes, I remember.

23 Q And you answered, "I do, because she never did anything to  
24 me, and I feel really bad about it. I really do, because I  
25 didn't have the facts straight, and I just let myself go and

1 just believed whatever was told by my colleagues." Was that  
2 your answer?

3 A Yes, that is correct.

4 Q And did you indicate in your deposition that you were  
5 aware that Hilda Estrada had been disqualified -- or Ms. Walker  
6 had somehow been involved in --

7 A Um-hum.

8 Q -- this alleged -- or the disqualification of Ms. Estrada?

9 A Yes.

10 Q Okay. Did you -- did it appear to you that Ms. Estrada  
11 had some kind of personal grudge against Ms. Walker?

12 A I believe so.

13 Q Some other questions. One thing that hasn't come up a lot  
14 is -- I know that in your independent contractor agreement, you  
15 obviously agreed to rates, half-day and full-day rates, but  
16 it's true also that travel rates were not agreed to in the  
17 independent contractor agreement, correct?

18 A Correct.

19 Q And those -- the group of interpreters who were  
20 negotiating, one of their requests was to include travel rates  
21 in the contract, correct?

22 A Correct.

23 Q And SOSI consistently rejected or opposed that inclusion  
24 of that in the contract, right?

25 A Yes.

1 Q And their -- SOSI's position all along was that they would  
2 individually negotiate travel rates, right?

3 A That is correct.

4 Q And you were at least available for travel cases, correct?

5 A Yes.

6 Q And is it true that you infrequently got them because you  
7 would not budge on the rates that you were willing to accept  
8 for travel?

9 A I think that's a misstatement, because I mean, whenever I  
10 was offered a travel assignment, I would take it. So there was  
11 never a case where I -- I said no to a case -- to a traveling  
12 case, I should say.

13 Q When you were offered travel cases, what process did you  
14 follow for negotiating your -- or was there a set procedure you  
15 followed for negotiating those rates?

16 A There wasn't really a set procedure. I was always --  
17 well, the -- the majority of the time, it was over the phone  
18 where Desta would call me, or some other coordinator would call  
19 me, and ask if I was available,. And they would propose a rate  
20 and I would -- and I would negotiate it whether or not if I  
21 thought it was fair, depending on how far I was going.

22 Q Can you give me an example of an assignment in which you  
23 did that?

24 A Sure, of course. So I would go very frequently to San  
25 Antonio, Texas. And so Desta would call me and say, okay,

1 we're willing to give you set amount -- set amount rate for --  
2 for a day or two, and -- and it included travel expenses.

3 Q Okay.

4 A And so if I knew that I had to go somewhere where I had to  
5 catch a cab or -- or take public transportation, I would ask  
6 for a little more to cover for expenses.

7 Q Okay.

8 A So it would just depend, right?

9 Q Well, in those cases where you were -- is it fair to say  
10 that, obviously, SOSI was trying to negotiate the lowest rate  
11 it could and you were trying to negotiate the highest rate you  
12 could?

13 MS. BRADLEY: Objection. Calls for speculation.

14 JUDGE ROSAS: It makes sense. What's the next question?

15 Q BY MR. ROBERTS: Yeah. What -- well, was there back and  
16 forth is what -- I guess what I'm really asking is is this --  
17 was it -- was your position take it or leave it, or was there  
18 back and forth between you and Desta in these occasions?

19 A There was a little back and forth.

20 Q Okay.

21 A A little bit, where he would either agree to what -- what  
22 my -- what the rate that I was asking for, and if -- if not, he  
23 would -- he would call me back and say if it was okay or  
24 approved.

25 Q Did he sometimes indicate that he had to check with a

1 supervisor to see if that could be approved?

2 A Yes.

3 Q Were there times when you agreed to take less than what  
4 you had requested?

5 A Yes.

6 Q Okay. Now, you gave an affidavit to the Labor Board --

7 A Um-hum.

8 Q -- NLRB, on April 27th, 2016. Do you recall that?

9 A Yes.

10 Q And I'm just going to read from page 4, line 3 --

11 A Okay.

12 Q -- through 4. It says, "I have been asked by SOSI to work  
13 travel cases, but they do not give those cases to me because I  
14 will not budge on my travel rate."

15 A Uh-huh.

16 Q Did you recall making that statement?

17 A Yes. Yes.

18 Q And what did you mean by that?

19 A What I meant was is that there was one particular time  
20 where I was asked to go to Hawaii.

21 Q Um-hum.

22 A And I -- I asked for more because it's a five-hour flight,  
23 and they wouldn't budge, so they didn't -- they never called me  
24 back for it, and that's what I was referring to.

25 Q Okay. But with respect to travel, you understood that

- 1 each one -- each assignment was negotiated individually?
- 2 A Yes.
- 3 Q On a case-by-case basis?
- 4 A Correct.
- 5 Q Okay. Is the business -- well, first of all, when did you
- 6 first start doing any interpreting work for anyone?
- 7 A 2013, I believe.
- 8 Q '13?
- 9 A Um-hum.
- 10 Q Is that a yes?
- 11 A Yes, 2013.
- 12 Q And had you had -- I don't recall if you said -- you said
- 13 you had some kind of training, but I don't believe you
- 14 specified what it was.
- 15 A Yeah.
- 16 Q What was your training?
- 17 A So I went -- I went to the Southern California School of
- 18 Interpreting.
- 19 Q Okay.
- 20 A I finished their training program there.
- 21 Q Was that the nine-month program?
- 22 A It's a year program.
- 23 Q A one-year program?
- 24 A It's a year program.
- 25 Q Was that in person or online?



1 A It was -- it was in person. It was in person, but I did  
2 both.

3 Q Okay.

4 A I did both.

5 Q What do you mean, "You did both?"

6 A So after I finished my training, my year of training --  
7 interpreter training, I took an online course in immigration  
8 court.

9 Q From someone other than Southern California School?

10 A No, it was at the Southern California School of  
11 Interpreting.

12 Q Okay. So you took -- you did the in-person course, as  
13 well as an online course?

14 A Correct.

15 Q Okay. And did you get -- have some kind of test or exam  
16 at the end of this course?

17 A Yes.

18 Q And what was the nature of that test or exam?

19 A It was -- it was a vocabulary test and an oral test.

20 Q Okay, and the oral test would be an actual demonstration  
21 of ability to interpret?

22 A Correct.

23 Q Okay. And did you pass that?

24 A Yes.

25 Q Did you get a certificate or diploma of any type?

- 1 A I did.
- 2 Q And --
- 3 A I did.
- 4 Q What was it called?
- 5 A I don't remember. It -- a certification of completion --
- 6 Q Okay.
- 7 A -- I believe.
- 8 Q And you completed that training when -- or those courses
- 9 when?
- 10 A I think at the end of 2013 --
- 11 Q Okay.
- 12 A -- 2014.
- 13 Q And had you started working with Lionbridge at the time
- 14 you got that certification, or was that afterwards?
- 15 A After.
- 16 Q Okay.
- 17 A After.
- 18 Q So you did not begin the work for -- through Lionbridge
- 19 until after you got this schooling?
- 20 A Correct.
- 21 Q I believe you indicated that one of the requirements for
- 22 being qualified for EOIR work --
- 23 A Um-hum.
- 24 Q -- was one year of at least legal --
- 25 A Um-hum.

- 1 Q -- interpreting --
- 2 A Um-hum.
- 3 Q -- experience?
- 4 A Um-hum.
- 5 Q Is that right?
- 6 A That is right.
- 7 Q And how were you aware of that?
- 8 A Well, when I applied to Lionbridge -- well, I wanted to
- 9 apply to Lionbridge previously, and I knew the requirement, and
- 10 so I waited until I had met that requirement.
- 11 Q Okay. And how did you know of that requirement?
- 12 A Through school, through the Southern California School of
- 13 --
- 14 Q Oh, the school told you that that was a requirement?
- 15 A Correct.
- 16 Q Okay. But you'd done some interpreting before that, or
- 17 was Lionbridge your first interpreting work?
- 18 A No, I had done interpreting before Lionbridge --
- 19 Q And --
- 20 A -- for a year.
- 21 Q And that was, what, for LRA, or for --
- 22 A Correct.
- 23 Q Okay. And what -- I know you said you did things like
- 24 deposition. What did that consist primarily of with LRA?
- 25 A Deposition preps, IEP meetings, conference meetings,

1 community interpreting.

2 Q Okay. And what legal interpreting experience did you have  
3 before going to Lionbridge?

4 A Well, I had -- I had a year of experience of doing  
5 deposition preps.

6 Q Okay. And they deemed that sufficient to meet that  
7 qualification?

8 A Yes.

9 Q Okay. The business license you've -- you said that you  
10 had when you had the -- you -- your understanding was that --  
11 at some point you became aware that if you were an independent  
12 contractor, you needed to have a business license?

13 A Correct.

14 Q Is that -- and how did you become aware of that?

15 A The City of Los Angeles fined me for not having one, so I  
16 had to get one.

17 Q And how much were you fined for not having one?

18 A I don't remember. I don't remember. I had to -- I had to  
19 present my -- my income taxes, and so --

20 Q Okay. And did you -- what process did you have to follow  
21 to obtain that business license? What did you have to do?

22 A I had to fill out some paperwork with --

23 Q And pay a fee of some type?

24 A Yes. Yes.

25 Q Okay. Do you remember how much the business license cost?

1 A No, I don't remember.

2 Q Okay.

3 A I don't remember how much I paid, but I paid -- I paid  
4 something.

5 Q And you've referred to yourself as a business, but in your  
6 own name?

7 A Um-hum.

8 Q Right? That your business was essentially in your own  
9 name, right?

10 A Yes. Yes.

11 Q And I don't know if you're familiar with the term -- are  
12 you familiar with the term sole proprietorship?

13 A Sort of.

14 Q Okay.

15 A I don't know the -- the -- the -- the meaning, exact  
16 meaning, but --

17 Q Okay. But you operated your business essentially in your  
18 own name, correct?

19 A Yes.

20 Q The state certification that you -- I believe you said  
21 that you complete -- you actually completed it in December of  
22 2016, but did not get the actual document or whatever until  
23 February of 2017?

24 A I -- I received the results in December --

25 Q Okay.

1 A -- but I didn't get my badge until February.

2 Q What was involved in that state certification process?

3 What did you have to do to get that cert?

4 A To get -- so I -- I had to take a written test first, pass  
5 it, and then -- and then take an oral exam.

6 Q And did you pass them on the first occasion?

7 A No.

8 Q And it's very rare, isn't it, for people to pass it on the  
9 first occasion?

10 A Yes.

11 Q Okay. How many times did you have to do it to pass it?

12 A Six times.

13 Q Okay. And that was what you were working on that -- at  
14 the time that you had the one e-mail with Mr. Siddiqi about --

15 A Yes.

16 Q -- about not being available?

17 A Yes.

18 Q Okay. But when you explained to him what you were doing --

19 A Um-hum.

20 Q -- he wished you good luck and made some comment about  
21 thinking that you had abandoned him in terms of seeking other

22 work; is that right?

23 A Correct.

24 Q Okay. So after that, did you have any sense that he was  
25 angry at you because you had taken some time off to do that?

- 1     A     Can you repeat the question?
- 2     Q     Well, after he gave his explanation --
- 3     A     Um-hum.
- 4     Q     Well, did you accept that explanation as true, that he
- 5     truly -- that he was being truthful with you?
- 6     A     Yes.
- 7     Q     Okay. We have some testimony about it, but I'd like a
- 8     little bit more. The interpreting process, what are the
- 9     essential elements of interpreting? What are the main aspects
- 10    of being an interpreter?
- 11   A     Of being an interpreter?
- 12   Q     Well, what --
- 13   A     -- or what -- what it consists --
- 14   Q     -- is your -- in terms of what your job duties or
- 15   functions are.
- 16   A     Oh.
- 17   Q     Well, let me ask you, are there different --
- 18   A     That's --
- 19   Q     -- types of interpreting?
- 20   A     Yes.
- 21   Q     Okay.
- 22   A     There -- there --
- 23   Q     Can you explain the different types?
- 24   A     Yes, there are three modes of interpreting. One is called
- 25   simultaneous interpreting, then there's consecutive

1 interpreting, and then there's sight translation.

2 Q Okay, and as an interpreter, do you have the authority, on  
3 your own, to determine what method to use?

4 A Yes.

5 Q Okay.

6 A Yes.

7 Q Okay. And no one within the court tells you what method  
8 you're supposed to use at any point in time?

9 A Well, it depends. Some judges, particularly in an  
10 immigration court, have a certain way of doing things, and some  
11 like it one way or the other.

12 Q Okay.

13 A It just -- it depends.

14 Q Okay.

15 A It depends.

16 Q But if you -- to the extent that you're asked to do  
17 something, those instructions come from the judge?

18 A Yes.

19 Q Okay.

20 JUDGE ROSAS: Could we stipulate as far as that particular  
21 area is concerned with respect to the mode, manner, type of  
22 interpretation and translation used in the courtroom?

23 MS. HADDAD: That it could --

24 MR. ROBERTS: That --

25 MR. LOPEZ: Based on the -- at the discretion of the



1 interpreter or subject to -- or overridden by the judge, or  
2 based on what the judge wants. The --

3 THE WITNESS: I'm sorry.

4 JUDGE ROSAS: The -- stop.

5 THE WITNESS: Sorry, sir.

6 MR. ROBERTS: We would --

7 JUDGE ROSAS: I'm talking to the attorneys.

8 THE WITNESS: Sorry.

9 MR. ROBERTS: We would agree to that stipulation.

10 MS. HADDAD: I don't think we've had enough testimony on  
11 that. I think that Ms. Magana is the only witness that's  
12 testified to this, so.

13 MR. ROBERTS: Well, now, Ms. Bejar did.

14 JUDGE ROSAS: So --

15 MS. BRADLEY: But --

16 JUDGE ROSAS: -- there's a possibility out there that  
17 there's going to be evidence to the contrary that the  
18 Respondent gave direction on how to do it in court?

19 MS. HADDAD: No. No, I'm -- no, I don't think so. I  
20 think we'd be okay stipulating.

21 JUDGE ROSAS: I mean, again, should that turn up -- turn  
22 out to be different with any of the people that you're calling,  
23 we could certainly revisit it, but I think this is an area that  
24 we could streamline.

25 MS. HADDAD: Okay, and so the stipulation is that --

1 JUDGE ROSAS: This is in the nature of what I've heard  
2 three times now.

3 MS. HADDAD: Okay, and so the stipulation --

4 JUDGE ROSAS: Is that your understanding, too, Mr.  
5 Roberts?

6 MR. ROBERTS: Yes. I mean, I --

7 JUDGE ROSAS: Because you're asking about it.

8 MR. ROBERTS: As I understand it, the testimony we've  
9 heard, at least from Ms. Bejar and Ms. Magana, is that they  
10 determine the mode of interpretation unless the judge specifies  
11 some other method, and that Respondent, meaning SOSI, that they  
12 do not dictate or give instructions on how that's to be done.

13 MS. HADDAD: Your Honor, I don't think we're ready to  
14 stipulate at this time, but we'd like to revisit it tomorrow --

15 JUDGE ROSAS: Okay.

16 MS. HADDAD: -- with tomorrow's witnesses.

17 JUDGE ROSAS: All right.

18 MR. ROBERTS: I would ask you --

19 JUDGE ROSAS: Think about it, because that's -- based upon  
20 my professional, pretty broad experience, that's pretty much  
21 the case with everybody, except perhaps at the NLRB, with  
22 limited resources, where they may not want to pay more for that  
23 particular type. But again, that's not what's at issue here;  
24 it's a different forum. So let's keep that in mind, okay?

25 Q BY MR. ROBERTS: I would ask you that question, Ms.

1     Magana, the way I've just phrased that. In other words, that  
2     you have the ability and authority to determine the mode of  
3     interpretation unless the judge specifies otherwise, and that  
4     SOSI does not give you any direction on how to do that; is that  
5     an accurate statement?

6     A     That's an accurate -- accurate statement.

7     Q     Is there more to the interpreting process than just  
8     deciding whether to do simultaneous, consecutive, or sight  
9     translation?

10    A     I mean, we -- we have to abide by a code of ethics.

11    Q     Okay.

12    A     Right?

13    Q     You mentioned -- I'm glad you raised that. You said -- I  
14    think you were asked a question about either speaking to  
15    attorneys or soliciting business in the courthouse. You  
16    mentioned that that was strictly -- I think you used the term  
17    "strictly prohibited by your code of ethics"; is that accurate?

18    A     Yes.

19    Q     And how long had you been aware of a code of ethics for  
20    interpreters?

21    A     Well, it's part of our training. It's part of my training  
22    that I received.

23    Q     At the Southern California School of Interpretation?

24    A     Yes.

25    Q     So you received training on a code of professional

1 responsibility?

2 A Correct.

3 Q And the code of professional responsibility, that was part  
4 -- that was one of the exhibits --

5 A Um-hum.

6 Q -- through the independent contractor agreement --

7 A Um-hum.

8 Q -- with SOSI, was that materially different, in any way,  
9 from what you already knew the code of ethics to be?

10 A There's a different code of ethics for court interpreters.  
11 It's called a standardized -- I don't -- I don't know the  
12 complete name, but I was talking about that code of ethics for  
13 -- for court interpreters.

14 Q Okay, is -- if you need to look at it --

15 A Um-hum.

16 Q -- in your ICA I believe -- I don't recall the exhibit  
17 number, but perhaps you can find it.

18 MS. HADDAD: It's exhibit 80.

19 MR. LOPEZ: GC-1.

20 THE WITNESS: 80?

21 MR. ROBERTS: 80 --

22 MR. LOPEZ: GC-1 is the exhibits.

23 MS. HADDAD: GC-80.

24 THE WITNESS: Yeah. Oh, okay.

25 MR. ROBERTS: GC-80 --

1 MS. HADDAD: Oh, the exhibit --

2 THE WITNESS: I see it. I see it.

3 MS. BRADLEY: The exhibits are 81.

4 Q BY ROBERTS: GC-81, and they --

5 A GC-81.

6 Q -- are the exhibits.

7 A Um-hum.

8 Q And I don't remember if that's the first or the second.

9 Is it the first exhibit; code of professional responsibility?

10 A Um-hum.

11 Q Is that yes?

12 A Yes.

13 Q Just take a minute to look at that.

14 A Um-hum.

15 Q Is that any different -- materially different, in any way,  
16 from what you understood the code of ethics -- had always  
17 understood the code of ethics to be?

18 A This particular code of ethics is for immigration court  
19 interpreters.

20 Q It specifically states that --

21 A Specifically.

22 Q -- on there; is that correct?

23 A Yes.

24 Q But does -- in substance, in what it -- such as the  
25 requirements there, are they any different than the type that

1     you were used to in your training?

2     A     Not different.  It's just there's more details to it, but  
3     yes, it's -- it's a -- it's the gist of it, yes.

4     Q     Okay.  In terms of confidentiality, what was your -- even  
5     before you went to work for SOSI --

6     A     Um-hum.

7     Q     -- what was your understanding of what your ethical  
8     requirements for confidentiality were?  Don't worry about what  
9     it says there.

10    A     Yeah, yeah, yeah.

11    Q     I want to know --

12    A     Yeah.

13    Q     My question is --

14    A     Yeah.

15    Q     -- is as part of your training --

16    A     Yes.

17    Q     -- in Southern California School of Interpretation, what  
18    was your understanding as to the ethical --

19    A     Um-hum.

20    Q     -- requirements of an interpreter in terms of maintaining  
21    confidentiality?

22    A     Not to talk about the case, whatsoever.

23    Q     And -- to anyone?

24    A     To anyone.

25    Q     And what else?  Did that include talking to participants

1 in the process, such as attorneys, judges, respondents?

2 A Correct.

3 Q Okay. And the reason for that was that it gave at least  
4 the appearance of a conflict of interest?

5 A Correct.

6 Q Okay. And your understanding as to what the -- back in  
7 your training, your understanding as to what your ethical  
8 requirements were with regard to speaking out publicly about  
9 any matter that you were working on, what was your  
10 understanding?

11 A Not to talk about it.

12 Q Okay.

13 A Not to talk of the -- about the particulars of -- of the  
14 case we were interpreting for.

15 Q Okay. All right. We were talking, I think, when I got  
16 off on that --

17 A Um-hum.

18 Q -- we were talking about -- we talked about the modes of  
19 interpretation.

20 A Um-hum.

21 Q But I was asking you -- what I was getting ready to ask  
22 is, in the interpreting process, is there -- is it more than  
23 just accurately repeating what the -- what's being said? Is  
24 there more to it than that?

25 A Much more than that.

1 Q Okay, much more. If you would tell me -- we haven't had a  
2 lot of detail. How much --

3 A Um-hum.

4 Q -- more is there? I mean, we need some --

5 A Yes.

6 Q -- explanation about what all is involved in the  
7 interpreting process.

8 A It's not about literally interpreting word for word. I  
9 mean, it is, but -- but it's about getting the meaning across  
10 of what the person is actually trying to say.

11 Q Okay. And how do you do that or learn to do that?

12 A Well, we -- we -- we train in that.

13 Q Okay.

14 A We -- we train by not embellishing what a person is  
15 saying, not to add more words than what a person is saying, and  
16 if we're not sure what a person is actually saying, to ask  
17 questions --

18 Q Okay.

19 A -- and to ask for repetitions.

20 Q Other than the word --

21 A And to look -- and -- and if we're not sure of a word that  
22 is said -- because it has ten billion meanings -- to look up  
23 the word in the dictionary.

24 Q In terms of conveying, say, the tone and speed of the  
25 group or witness or whoever, is there any responsibility in



1     that regard?

2     A     Of course.

3     Q     And what is your --

4     A     We have a huge, huge responsibility.

5     Q     And what is your responsibility in that regard?

6     A     Well, if -- if -- if a person makes a pause in their  
7     response, you -- you say that pause.  If a person stutters the  
8     date or stutters whatever he stutters, you -- you have to  
9     convey that some way.

10    Q     And what difference does that make, whether somebody's  
11    stuttering or not?

12    A     I don't know.  That's not my -- that's not my call.

13    Q     But you just --

14    A     My call is just --

15    Q     That's just your understanding --

16    A     -- to interpret.

17    Q     -- is that if someone hesitates in their answer, are you  
18    supposed to convey that, too?

19    A     Yes.

20    Q     Okay.  If they start to say one thing and then they change  
21    direction, are you supposed to keep -- repeat everything, or  
22    translate?

23    A     Exactly.

24    Q     Okay.

25    A     Exactly.

1 Q Any --

2 A That is our rule.

3 Q I mean, none of us are interpreters, so anything else? I  
4 mean, it's obviously a big job, but anything else in terms of  
5 how you actually do it or what your responsibilities are?

6 A I'm not sure if I understand your --

7 Q Okay.

8 A I mean, it -- it's such a -- a big question. I mean,  
9 there's so many ways to answer that.

10 Q Okay. All right.

11 A I mean --

12 Q Would you agree that it takes a high degree of skill in  
13 order to be a court interpreter?

14 A Yes.

15 MR. LOPEZ: Objection. Calls for legal conclusion.

16 JUDGE ROSAS: It's ultimately going to be mine.

17 Notwithstanding the answer, that is going to be my call --

18 MR. LOPEZ: Okay.

19 JUDGE ROSAS: -- as to what's -- as to whether it falls  
20 within the legal definition in the case law at issue here.

21 Q BY MR. ROBERTS: All right. While you were working for  
22 SOSI -- through SOSI, you continued to work for LRA; is that  
23 correct?

24 A Yes.

25 Q And I think you said -- you may have said that -- well,

1 did SOSI -- the rates that you had negotiated, not just you  
2 personally, but the group --

3 A Um-hum.

4 Q -- that negotiated with SOSI were far more favorable to  
5 the interpreters than what you were getting through LRA and  
6 other clients, correct?

7 A Correct.

8 Q And is it fair to say that when you had the opportunity to  
9 get work for SOSI, you would prefer that work over lower paying  
10 work for someone else?

11 A Of course.

12 Q But when you did not have work for SOSI --

13 A Um-hum.

14 Q -- your practice was to look for work with other agencies  
15 or individuals or attorneys or whomever, correct?

16 A Yes.

17 Q Okay. And you obviously had some relationship with LRA.  
18 How would you get work from LRA if you needed it?

19 A Over the phone.

20 Q So you would pick up the phone and call and say, do you  
21 have anything for me on Thursday of next week, or something  
22 like that?

23 A Exactly.

24 Q Okay. And they would either say yes or no?

25 A Yes.

1 Q Okay, and if -- let's say they said, no, we don't have  
2 anything. What would be your next step to try to find work?

3 A Look for other agencies to give me work.

4 Q Okay. Did you make any efforts to market your services b  
5 any kind of methods? Online, through e-mails, through any --  
6 word of mouth? I mean, what was your method of getting  
7 business?

8 A During that time, I didn't do much of that just because I  
9 wasn't certified, so I didn't -- it wasn't really -- oh, I -- I  
10 knew that I couldn't get much work, so --

11 Q Well, you had your certification by February or March of  
12 2016, correct?

13 A No. No, it was --

14 Q Was it --

15 A It - no, it was at the end of 2016.

16 Q Okay, I misunderstood you.

17 A Yeah, so.

18 Q But you had been getting work even without your state  
19 certification, from LRA and attorneys and other agencies,  
20 correct?

21 A Correct. Correct.

22 Q Okay. You testified that -- when you talked about the  
23 payment issues, and early on, the chaos that was -- there was a  
24 lot of issues with payment in December and January of --  
25 December 2015 and January 2016, correct?

- 1 A Yes.
- 2 Q And I know that that caused angst among the interpreters,  
3 but largely, those problems were resolved by, say, at least by  
4 March of 2016? I'm not going to say they were never --
- 5 A Um-hum.
- 6 Q -- a problem --
- 7 A Um-hum.
- 8 Q -- but largely resolved by March of 2016?
- 9 A For me, yes --
- 10 Q Well --
- 11 A -- personally.
- 12 Q Did you continue to hear significant issues after March of  
13 2016?
- 14 A From other colleagues? Yes.
- 15 Q Okay. How frequently did you have -- hear issues about  
16 that after March of 2016?
- 17 A I don't -- I -- I can't say how frequent. I mean --
- 18 Q Okay.
- 19 A I don't -- it's really hard to tell because I didn't write  
20 it down every time someone --
- 21 Q Well, you --
- 22 A -- told me about it.
- 23 Q You were asked about any situation where you have been  
24 given a case previously assigned to Jo Ann Gutierrez-Bejar.
- 25 A Um-hum.

1 Q And you said you -- that they -- as I understood your  
2 testimony, you could not recall a specific occasion, but that  
3 in the early days of SOSI taking over, there were multiple  
4 instances in which double-bookings occurred and things of that  
5 nature; is that true?

6 A True. That is correct.

7 Q And there were times when two people were assigned the  
8 case, and one person -- only one could take it, so someone had  
9 to lose out in that situation?

10 MS. BRADLEY: Objection. Calls for speculation.

11 JUDGE ROSAS: Overruled. If you know.

12 THE WITNESS: I don't know. I -- I -- I don't know.

13 JUDGE ROSAS: Okay.

14 Q BY MR. ROBERTS: Well, were you double-booked on any  
15 occasions?

16 A I believe so. I believe.

17 Q And how --

18 A I think I --

19 Q -- was that -- if you recall, how was that resolved?

20 A It was resolved through the coordinator.

21 Q But how?

22 A The coordinator resolved it. I let him know that it  
23 seemed that I was double-booked with another colleague, and he  
24 resolved it somehow.

25 Q You don't recall how, though?

1 A No.

2 Q You testified that there were occasions when you would be  
3 there, maybe on time or early for an assignment, and another  
4 colleague would be running behind, and Angel would make efforts  
5 to have you take that person's case. And that would only be if  
6 that person's case was earlier than yours, right?

7 A Correct.

8 Q Did that also happen at Lionbridge when you were there?

9 A I think so, yes.

10 Q I mean, Angel was your liaison at Lionbridge also,  
11 correct?

12 A Correct.

13 Q Okay. And finally, you were asked toward the end of your  
14 direct examination whether you initially believed you were an  
15 independent contractor, and I believe your testimony was yes.  
16 And then you said that at some point, you started to question  
17 that, I believe --

18 A Yes.

19 Q -- was your testimony, right?

20 A Yes.

21 Q And when you were asked why, I wrote down that you said  
22 that it seemed like SOSI was trying to have more -- or exert  
23 more control over us. Those are not exact words, but something  
24 of that nature?

25 A Yes.

1 Q And what I'd like you to tell me is, how did it seem, from  
2 your perspective, that they were exerting greater control over  
3 you than had been the case from the very beginning?

4 A Yes. I think that e-mail with Haroon when he -- when he  
5 told me that he was upset about me taking time off. I think  
6 that's -- that's what sparked my --

7 Q Okay, so --

8 A -- my doubts.

9 Q -- the fact that that one e-mail in which he questioned --  
10 raised -- or it appeared to be angry or expressed anger -- I  
11 don't know the exact -- whatever the e-mail says, you felt --  
12 even though you told me earlier that you accepted the truth of  
13 his explanation, you still felt like that showed greater  
14 control over the interpreters?

15 A That is just one example.

16 Q Okay, what's the --

17 A It's -- it's -- it's -- it was one example of how -- how I  
18 felt then.

19 Q Okay, what's another example?

20 A The e-mails. The e-mails about the equipment and how we  
21 should dress -- the repeated e-mails. I mean --

22 Q Well, let me ask you about those issues, the dress, to  
23 dress professionally, did that surprise that you would be asked  
24 to dress professionally to go into court?

25 A Yes.



1 Q It did?

2 A Yes, it did.

3 Q So you believe that you had -- that you should have the  
4 discretion to wear jeans --

5 A No.

6 Q -- and short --

7 A No, not -- no, no, no, because as part of our -- of our  
8 ethics as an interpreter, that's part of our job.

9 Q Is to what?

10 A Is to dress professionally.

11 Q Okay.

12 A That is part of our job, so when someone -- when -- when  
13 an agency tells us to do the same, it's kind of redundant.

14 Q So the fact that they repeated what you already understood  
15 the job to involve suggested to you that they were exerting  
16 greater control than originally?

17 A Yes.

18 Q Okay. And the other issue you mentioned was about the  
19 equipment. Did you -- the equipment belonged to the court  
20 system, correct?

21 A Correct.

22 Q And even when you were at Lionbridge, you had been  
23 required to make sure that the equipment was being charged  
24 before you left, right?

25 A Yes.

1 Q And -- I mean, you understood you had an obligation to  
2 maintain the equipment, or at least leave it in -- as you found  
3 it, in good working order, correct?

4 A Correct.

5 Q And did SOSI impose any greater requirement on you than  
6 that with regard to the equipment?

7 A In a way, yes.

8 Q And how did they do that?

9 A Because -- because of the -- again, the -- the e-mails,  
10 the repeated -- the repetitive e-mails of --

11 Q So the fact that they reminded you of that responsibility  
12 suggested to you that they were exerting greater control?

13 A Yes.

14 Q Had you ever been reminded of that responsibility at  
15 Lionbridge?

16 A Not that I remember.

17 Q Ms. Magana, you received a subpoena for certain documents,  
18 correct?

19 A Yes.

20 Q And your attorney has provided us with certain documents  
21 including some tax returns. Are you aware of that?

22 A Yes.

23 Q I'm -- what we received was an actual tax return, a form  
24 1040. There are no -- are you aware that you were asked to  
25 produce any kind of form 1099s and other supporting

1 documentation?

2 A You know what? I -- I thought -- I thought I -- I had put  
3 everything in there. I guess --

4 Q But you --

5 A -- I guess I didn't.

6 Q -- I can represent that we did not receive any forms or  
7 1099s or any other kind of attachments.

8 A Um-hum.

9 Q Do you actually still have those?

10 A I do. I do have them.

11 Q Okay. And would you be willing to make them available --

12 A Yes.

13 Q -- through your attorney, if necessary?

14 A Yes.

15 Q Okay.

16 A Yes.

17 Q And I would ask that you do that --

18 A Yes.

19 Q -- since that was requested in --

20 A Yes.

21 Q -- the subpoena.

22 A I -- and -- and I apologize. It's just -- yeah.

23 Q I'm not suggesting any ill motive --

24 A Yeah.

25 Q -- or anything.

- 1 A Yeah, I --
- 2 Q Just that it may have been overlooked.
- 3 A Yes.
- 4 Q All right?
- 5 A Yes.
- 6 Q I'm going to show you what I've now marked as Respondent's
- 7 Exhibit 5. Is that your -- the tax information or tax return
- 8 that you provided for 2016?
- 9 A Yes.
- 10 Q And that shows -- although that doesn't show who the
- 11 income came from --
- 12 A Yeah.
- 13 Q -- it shows your total revenues for that year, correct?
- 14 A Yes.
- 15 Q And you -- it indicates you took a number of deductions
- 16 that could be classified as travel -- I mean, mileage, parking
- 17 expenses; is that --
- 18 A Correct.
- 19 Q -- correct?
- 20 A Correct.
- 21 Q What -- when you filed your tax return in both 2015 and
- 22 2016, what types of deductions did you take related to your
- 23 job?
- 24 A Of course. My Metro pass --
- 25 Q All right.

- 1 A -- to -- to get on the Metro, mileage, lunches.
- 2 Q Like, in what circumstances would you take a lunch? If
- 3 you were working locally, would you claim your lunch?
- 4 A Yes.
- 5 Q Okay.
- 6 A Yes.
- 7 Q Okay. Did you claim mileage from your home to the court
- 8 and back?
- 9 A No, mileage from my home to the Metro station.
- 10 Q Okay.
- 11 A Because I would take the Metro.
- 12 Q Okay, and then your Metro pass, which allowed you to
- 13 travel from the Metro station to the courthouse?
- 14 A Correct.
- 15 Q Okay. Parking fees, you took those as deductions?
- 16 A Yes.
- 17 Q Okay. Any other types of expenses you incurred as --
- 18 A Yes.
- 19 Q Such as what?
- 20 A Classes, interpreting -- continuing education classes that
- 21 I took.
- 22 Q Did you -- in 2015 and 2016, did you take continuing
- 23 education courses?
- 24 A Yes. Yes, I did.
- 25 Q And what continuing education courses did you take?

1 A I took -- I took a course on medical interpreting. I took  
2 a course on civil court matters, and one on drug terminology.

3 Q Okay. And for example, your continuing education on  
4 medical interpreting, you didn't do any medical interpreting  
5 for the immigration courts, did you?

6 A No.

7 Q But did you do this as giving you the ability to expand  
8 the scope of your business into other areas?

9 A Yes.

10 Q Okay. And the same with drug terminology?

11 A Yes.

12 Q And what was the -- was there another one, or --

13 A Civil -- civil court.

14 Q Civil courts, and that training -- your reason for taking  
15 that as a business deduction is that that gives you certain  
16 ability to perhaps perform work in civil courts?

17 A Yes.

18 Q Okay. Any other expenses that you recall taking as  
19 business expenses?

20 A I believe I bought my computer that year, too, as well.

21 Q Okay.

22 A My laptop.

23 Q Do you --

24 A And I -- and I -- and I use it when I use it for work.  
25 That's what I use it for, mainly.

1 Q Okay, and how do you use your computer in work?

2 A Well, I -- I scan my -- I would scan my COIs.

3 Q Okay.

4 A Send my invoices to the agencies.

5 Q Did you ever -- I know a lot is done electronically, but  
6 did you ever have postage expenses or anything like that --  
7 mailing expenses?

8 A Yeah. Yes, as well.

9 Q And did you claim those, too?

10 A Yes.

11 Q What about supplies, any kind of supplies?

12 A Of course, yes. Yes, paper -

13 Q Like, what kind of --

14 A Notepads -- notepads, pens.

15 Q Okay, and those were all things you had to purchase on  
16 your own?

17 A Yes.

18 Q They were necessary for you to carry out your  
19 responsibilities at the EOIR courts?

20 A Yes.

21 Q Okay.

22 MR. ROBERTS: I would offer Respondent's Exhibit 5, with  
23 the understanding that we're going to be provided the other  
24 supporting documentation.

25 MR. LOPEZ: I'd like to voir dire the witness.

1 JUDGE ROSAS: Okay.

2 **VOIR DIRE EXAMINATION**

3 Q BY MR. LOPEZ: Did you prepare this 1040?

4 A I did not.

5 Q And are you aware of the deductions -- who prepared it?

6 A Caroline Howard, my tax lady.

7 Q Are you aware how she prepared it?

8 A Yes.

9 Q Do you know what deductions she used in this?

10 A Yes, I -- I gave her my receipts.

11 Q Do you know the tax codes that is used for those receipts  
12 to be using these deductions?

13 A I'm sorry?

14 Q Did -- how your accountant would go about making those  
15 deductions with your receipts, are you aware of how that  
16 process works?

17 A No, that's why I have a tax lady.

18 MR. LOPEZ: We have no objections.

19 JUDGE ROSAS: All right. Respondent's 5 --

20 **(Respondent Exhibit Number 5 Received into Evidence)**

21 MS. BRADLEY: Excuse me, Your Honor.

22 JUDGE ROSAS: Oh, go ahead.

23 MS. BRADLEY: Could I be heard briefly? I have no  
24 objection to the admission of the document. I just wanted to  
25 point out that it appears that the witness's Social Security



1 numbers are unredacted, and given that --

2 THE WITNESS: Oh.

3 MS. BRADLEY: -- I'd ask the parties to please treat it  
4 with the confidentiality that it deserves.

5 MR. ROBERTS: We're willing to redact it. We just printed  
6 this out --

7 THE WITNESS: Um-hum.

8 MR. ROBERTS: -- this moment, because you gave it to us --

9 MR. LOPEZ: Yeah.

10 MR. ROBERTS: -- on a flash drive. I --

11 MS. BRADLEY: I understand.

12 MR. ROBERTS: Yeah, but I --

13 MS. BRADLEY: I just wanted to make sure --

14 MR. ROBERTS: -- would like to redact --

15 THE WITNESS: Yeah.

16 MR. ROBERTS: -- that.

17 MS. BRADLEY: Okay.

18 JUDGE ROSAS: And it's going to be -- it'll actually be  
19 augmented with the agreement of the parties, unless we need  
20 further testimony from the 1099s, that you're going to be  
21 scanning, e-mailing, if you can, tonight, so the attorneys have  
22 them, or at least by tomorrow?

23 THE WITNESS: I --

24 JUDGE ROSAS: No?

25 THE WITNESS: Yeah. I'm -- that --

1 MR. ROBERTS: She traveled from San Francisco, Your Honor.

2 JUDGE ROSAS: Oh.

3 THE WITNESS: Yeah.

4 JUDGE ROSAS: Okay. All right.

5 MR. ROBERTS: Well, will we be able to have it before the  
6 end of the week? And --

7 THE WITNESS: Yeah.

8 JUDGE ROSAS: Okay.

9 MR. ROBERTS: -- is there an agreement that we can enter  
10 it without having --

11 JUDGE ROSAS: And it will be added --

12 MR. ROBERTS: -- to recall --

13 JUDGE ROSAS: -- to this.

14 MR. ROBERTS: -- her back?

15 JUDGE ROSAS: Okay.

16 MS. BRADLEY: Certainly, yeah. I mean --

17 MR. ROBERTS: And --

18 JUDGE ROSAS: Okay.

19 MR. ROBERTS: We have been unable to print out, at this  
20 moment, 2015.

21 THE WITNESS: Okay.

22 MR. ROBERTS: Can we agree to -- I'll -- once I print it  
23 out, as long -- all I want to do is offer it. I'm not going to  
24 ask you any questions about it.

25 JUDGE ROSAS: Well, you provided your 2015 1040?

1 THE WITNESS: I did.

2 MR. ROBERTS: And we'd need --

3 JUDGE ROSAS: That's --

4 MR. ROBERTS: -- to back up for that, too.

5 THE WITNESS: Yes. Yes.

6 JUDGE ROSAS: Okay.

7 THE WITNESS: My apologies.

8 JUDGE ROSAS: So that'll be --

9 THE WITNESS: Yeah.

10 JUDGE ROSAS: -- Respondent's --

11 MR. ROBERTS: 6.

12 JUDGE ROSAS: -- 6. Okay.

13 MR. ROBERTS: And I would propose, rather than having to  
14 recall her, that we just -- I'll show it to you, and assuming  
15 that it looks accurate --

16 JUDGE ROSAS: Well, you gave it to them, right?

17 MR. ROBERTS: Yes.

18 MS. BRADLEY: Yes.

19 JUDGE ROSAS: Okay. All right.

20 MR. LOPEZ: I don't have any other questions.

21 JUDGE ROSAS: Any redirect?

22 **REDIRECT EXAMINATION**

23 Q BY MR. LOPEZ: So Mr. Roberts noted a statement that you  
24 made on April 27, 2016. In that statement, you appeared to  
25 note that you will not -- you did not take travel cases because

1       you would not budge on your travel rate?

2       A       Yes.

3       Q       And was that true at that time?

4       A       Yes.

5       Q       And did that change later?

6       A       It did.

7       Q       And how did that change?

8       A       Well, you know, just as they were willing to negotiate  
9       with me, I was trying to negotiate with them as well, so.

10      Q       Okay.

11      A       But I wouldn't budge at -- I -- I mean, I had a base, and  
12      I wouldn't budge from that base rate, so if they were offering  
13      me less, then obviously, I wouldn't take it.

14      Q       Okay. I'd like you to take a look at GC Exhibit 62.

15      A       62?

16      Q       It should be in among those stacks --

17      A       Okay.

18      Q       -- somewhere.

19              MS. HADDAD: Oh, you know what? It's in --

20              THE WITNESS: Oh, it's in there?

21              MS. HADDAD: Yeah. Thank you so much.

22              MR. ROBERTS: Is that my previous witness, or --

23              MS. BRADLEY: It's from -- yes, it's from Ms. Portillo.

24      Thank you.

25              THE WITNESS: Um-hum.

1 Q BY MR. LOPEZ: Have you ever seen reminders like this?

2 A Yes.

3 Q Okay. And do those assignment reminders typically have  
4 that asterisk reminder in bold at the bottom?

5 A They didn't, initially. They didn't have those.

6 Q When did they start, approximately how long ago?

7 A I don't know. That's a good question, but it started in  
8 2016, and it started in the middle of 2016, so.

9 Q And at some point, did those reminders at the bottom, the  
10 bolded part -- did those become common with your assignment  
11 reminder?

12 A Yes.

13 Q what is that reminder about?

14 A It's about dressing -- about casual -- about dressing  
15 professionally, and that casual attire's prohibited in court.

16 Q And doesn't it specifically ask you -- or specifically  
17 describe what proper attire is?

18 A Exactly, yes.

19 Q And what is specifically described as proper attire for  
20 women?

21 A Dress slacks or skirt, dress blouse.

22 Q Okay. And would you say that those are the only ways to  
23 dress professionally?

24 MR. ROBERTS: Objection.

25 MR. LOPEZ: To her knowledge?

1 JUDGE ROSAS: Let me -- I'll take an answer to that.

2 Can you answer that?

3 THE WITNESS: Can I get -- can you repeat the question,  
4 again?

5 Q BY MR. LOPEZ: Are wearing dress slacks or skirt and dress  
6 blouse the only ways to dress professionally, in your  
7 experience?

8 A Generally speaking, yes.

9 MR. LOPEZ: No further questions, Your Honor.

10 JUDGE ROSAS: Charging Party.

11 **REDIRECT EXAMINATION**

12 Q BY MS. BRADLEY: Just briefly, Ms. Magana, do you recall  
13 earlier when you were asked about preferring work for SOSI?

14 A Um-hum.

15 Q And what were the reasons why you preferred or prioritized  
16 your work for SOSI?

17 A Yes, well, besides -- besides the monetary factor, I  
18 actually enjoyed working there. I -- I really enjoyed working  
19 with certain judges, and -- yeah.

20 Q Any other reasons why you preferred or prioritized work  
21 for SOSI?

22 A Also, because I didn't have to drive. I didn't have to,  
23 you know, be in traffic for an hour, hour and a half. I would  
24 just take the Metro and it was -- it was easy.

25 MS. BRADLEY: Okay, no further questions.

1 JUDGE ROSAS: Any follow-up?

2 MR. ROBERTS: I have nothing else.

3 MR. LOPEZ: Ask for affidavits back, please?

4 MR. ROBERTS: Well, yeah, you can have them.

5 MR. LOPEZ: I apologize.

6 JUDGE ROSAS: Just one question. You said you got fined  
7 because you didn't have a business license, right?

8 THE WITNESS: Correct.

9 JUDGE ROSAS: What were the grounds for the fine?

10 THE WITNESS: That I hadn't -- that I had not -- that I  
11 had been performing my interpreting services without a license,  
12 and so, because of that, they were -- they -- they fined --  
13 they were going to fine me based on what I made the previous  
14 year -- or based upon what I made the past two or three years,  
15 and --

16 JUDGE ROSAS: Oh, this is --

17 THE WITNESS: -- that was the fine that was based --

18 JUDGE ROSAS: This is -- you're referring to tax documents  
19 that you filed and a response that you got back from the  
20 authorities based on the type of forms that you filed?

21 THE WITNESS: Correct.

22 JUDGE ROSAS: I see. Okay, thank you. No further  
23 questions?

24 MR. ROBERTS: Nothing.

25 JUDGE ROSAS: Thank you. You're excused.

1 THE WITNESS: Thank you.

2 MS. HADDAD: Thanks very much.

3 JUDGE ROSAS: Please do not discuss your testimony with  
4 anyone until you are advised otherwise by counsel, all right?

5 THE WITNESS: Thank you.

6 JUDGE ROSAS: All right.

7 THE WITNESS: Will do.

8 JUDGE ROSAS: All right. So anything before we go off the  
9 record?

10 MS. HADDAD: No, Your Honor.

11 JUDGE ROSAS: Adjourn tomorrow until 9 a.m.

12 MS. HADDAD: Yes, Your Honor.

13 JUDGE ROSAS: Okay?

14 MR. ROBERTS: Thank you.

15 JUDGE ROSAS: All right. And just wanted to kind of go  
16 over scheduling. You have how many people scheduled, as well?

17 MS. BRADLEY: So -- oh --

18 MR. LOPEZ: Are we still on the record?

19 JUDGE ROSAS: We can go off. We're adjourned until 9 a.m.

20 MR. LOPEZ: Okay.

21 **(Whereupon, the hearing in the above-entitled matter was**  
22 **recessed at 6:33 p.m. until Wednesday, September 27, 2017, at**  
23 **9:00 a.m.)**

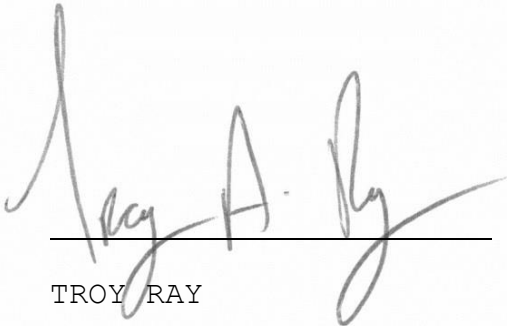
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C E R T I F I C A T I O N

This is to certify that the attached proceedings before the National Labor Relations Board (NLRB), Region 21, Case Number 21-CA-178096, 21-CA-185345. 21-CA-187995, SOS International, LLC and Pacific Media Workers Guild Communications Workers of America, Local 39521, AFL-CIO, at the National Labor Relations Board, Region 21, 888 South Figueroa Street, Room 901, Los Angeles, California 90012, on Tuesday, September 26, 2017, 9:02 a.m. was held according to the record, and that this is the original, complete, and true and accurate transcript that has been compared to the reporting or recording, accomplished at the hearing, that the exhibit files have been checked for completeness and no exhibits received in evidence or in the rejected exhibit files are missing.



TROY RAY

Official Reporter

OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

REGION 21

In the Matter of:

SOS International, LLC

Case Nos. 21-CA-178096

21-CA-185345

and

21-CA-187995

Pacific Media Workers Guild  
Communications Workers of  
America, Local 39521, AFL-CIO

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Place: Los Angeles, California

Dates: September 27, 2017

Pages: 472 through 704

Volume: 3

OFFICIAL REPORTERS

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7227 North 16th Street, Suite 207  
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(602) 263-0885

**UNITED STATES OF AMERICA**  
**BEFORE THE NATIONAL LABOR RELATIONS BOARD**  
**REGION 21**

In the Matter of:

SOS INTERNATIONAL, LLC

and

PACIFIC MEDIA WORKERS GUILD  
COMMUNICATIONS WORKERS OF  
AMERICA, LOCAL 39521, AFL-CIO

Case Nos.   21-CA-178096  
              21-CA-185345  
              21-CA-187995

The above-entitled matter came on for hearing, pursuant to notice, before **MICHAEL A. ROSAS**, Administrative Law Judge, at the National Labor Relations Board, Region 21, 888 South Figueroa Street, Room 901, Los Angeles, California 90012, on **Wednesday, September 27, 2017, 9:02 a.m.**

**APPEARANCES**

**On behalf of the General Counsel:**

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Rosario Espinosa	479	545	573/581	581/582	
Hilda Estrada	584	649/650			701

EXHIBITS

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1	<b><u>EXHIBITS</u></b> (Continued)		
2	<b><u>EXHIBIT</u></b>	<b><u>IDENTIFIED</u></b>	<b><u>IN EVIDENCE</u></b>
3	<b>Respondent:</b>		
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**PROCEEDINGS**

JUDGE ROSAS: Next witness.

MS. HADDAD: Oh, Your Honor, so our next witness was subpoenaed by Mr. Roberts, and she's not represented by the Union. She has most of her documents but there are -- we just learned that she has a few that she has to download from the internet. We can get her set up with that, but we just found this out right now.

Would you prefer that we do that in the break?

MR. ROBERTS: No. Go ahead with her testimony and then --

JUDGE ROSAS: Well, so --

MR. ROBERTS: -- in between -- in between direct and cross, we can take care of that.

JUDGE ROSAS: I don't think Mr. Roberts is going to need it during her direct because he won't have time to look at it. But, I guess, prior to your cross-examination will get produced and he can look at it then, we can figure it out.

MS. HADDAD: Okay.

JUDGE ROSAS: Right? Okay. All right.

Come on up here. May you, please, raise your right hand?

MS. ESPINOSA: Let me just turn off my phone just so that it doesn't interrupt anything.

Whereupon,

**ROSARIO ESPINOSA**

having been duly sworn, was called as a witness herein and was

1 examined and testified as follows:

2 JUDGE ROSAS: All right. Please have a seat. State and  
3 spell your name and provide us with an address.

4 THE WITNESS: Sure. Rosario Espinosa, R-O-S-A-R-I-O, last  
5 name, E-S-P-I-N-O-S-A. My address is 3207 Star Avenue,  
6 Oakland, California 94619.

7 **DIRECT EXAMINATION**

8 Q BY MR. LOPEZ: Okay. Ms. Espinosa, have you ever worked  
9 as an interpreter at the Executive Offices of Immigration  
10 review?

11 A Yes.

12 Q When did you start performing interpretation services  
13 there?

14 A I started working with Immigration Court around August  
15 2009. I was --

16 Q Did you --

17 A I'm sorry. I was hired in August 2009 and I first started  
18 working in December 2009.

19 Q Who did you work for when you started performing  
20 interpretation services there?

21 A I worked for Lionbridge.

22 Q Did you work for any other agency after Lionbridge  
23 E.O.I.R.?

24 A I did. I worked for SOSI.

25 Q And when were you employed by SOSI?

1 A I was employed by them approximately from March 2016  
2 through September 27th, 2016.

3 Q Is March when you started completing assignments or when  
4 you signed your contract?

5 A I signed my contract in February, but I started completing  
6 assignments in March.

7 JUDGE ROSAS: Ms. -- kind of, sit back.

8 THE WITNESS: Oh, sure.

9 JUDGE ROSAS: As long as you keep your voice up so you  
10 can --

11 THE WITNESS: Sure. Sire.

12 JUDGE ROSAS: Yeah. It doesn't amplify.

13 THE WITNESS: Okay. Thank you.

14 JUDGE ROSAS: Okay.

15 Q BY MR. LOPEZ: Were you required to have any specific  
16 qualifications to perform interpretation services at the  
17 E.O.I.R.?

18 A I was.

19 Q And what were they?

20 A I was required -- the qualifications did vary from  
21 Lionbridge to SOSI, so I'm not sure.

22 Q What were they under Lionbridge when you started?

23 A Sure. Under Lionbridge, I was required to have previous  
24 court experience as a court interpreter, and pass the  
25 Lionbridge exam that tested the different skills of

1 interpreting in three different modes.

2 Q And what did that test consist of?

3 A So, you received a phone call, you had to interpret, like,  
4 a sample hearing with the terms -- legal terms -- both in  
5 consecutive and simultaneous mode and sight interpreting.

6 Q And how did those requirements change under SOSI?

7 A SOSI did not perform any testing, at least not on me. And  
8 according to their website, recruiting, it was just a high  
9 school diploma.

10 Q Do you know if a test was required of non-incumbent  
11 interpreters?

12 A I've heard that they were doing tests on people that  
13 weren't working with E.O.I.R. before. And those people that  
14 didn't pass, I've heard from them that they --

15 MR. ROBERTS: Objection.

16 THE WITNESS: Okay.

17 MR. ROBERTS: Hearsay.

18 THE WITNESS: Okay.

19 JUDGE ROSAS: Do we have any corroboration, thus far? I'm  
20 not exactly sure where the pieces fall. I'll sustain the  
21 objection at this point.

22 THE WITNESS: Okay.

23 Q BY MR. LOPEZ: And what were your qualifications to  
24 perform interpretation services at the time you started working  
25 for SOSI?

1 A Sure. Well, I'm an attorney in Argentina, so I'm very  
2 familiar with legal terms. I've done interpreting with the  
3 E.O.I.R. since 2009 until I was hired with SOSI. I've done  
4 courses online, I've had -- I was registered for state court to  
5 work as a court interpreter in Hawaii, and I was a certified  
6 interpreter for the medical board in California. I'm -- I  
7 mean, at the time that I was working with SOSI I was also  
8 continuing education online with the Southern School of --  
9 California Southern School of Interpreting.

10 Q When you worked for SOSI, what E.O.I.R. courts did you  
11 regularly work at?

12 A So I only worked Immigration Court in San Francisco. I  
13 declined -- well, I -- that was where two buildings, basically,  
14 is; one in Montgomery and one in Sansome.

15 Q Is there a difference between the cases heard at those two  
16 courts?

17 A yes. The Immigration Court in Montgomery is cases of  
18 people that are not in custody and the cases that are in  
19 Sansome are only custody respondents.

20 Q And is there a difference in the level of difficulty to  
21 interpret those kinds of cases?

22 A Maybe, although the terminology is the same, there's a lot  
23 more pressure on the Sansome calendar, on the detained calendar  
24 because they have deadlines that they have to abide by more  
25 strictly and sometimes the hearings take much longer, in

1     general, yeah.

2     Q     Okay. Could you please take a look at GC Exhibit 90?

3     A     Yes.

4     Q     Do you recognize that email?

5     A     I do.

6     Q     Who is that email exchange between?

7     A     I sent this email to Kaila and Phyllis which were  
8     recruiters from SOSI that were trying to have all the  
9     interpreters that had worked with Lionbridge work for SOSI.

10    Q     Okay. What rate did -- when did this email exchange take  
11    place?

12    A     This happened on September 2nd of 2015.

13           MR. LOPEZ: Move to admit.

14           MR. ROBERTS: No objection.

15           JUDGE ROSAS: General Counsel's 90 is received.

16    **(General Counsel Exhibit Number 90 Received into Evidence)**

17    Q     BY MR. LOPEZ: So there's some mention of rates here.  
18    What was the rate that SOSI had initially offered you?

19    A     SOSI initially offered me \$35 an hour with a two-hour  
20    minimum.

21    Q     Okay. And did you make a counterproposal?

22    A     I did.

23    Q     What was your counterproposal?

24    A     I explained to them that I had been working for a long  
25    time and that I was already receiving \$45 an hour with a

1 minimum of three hours.

2 Q Were you aware that a group of interpreters were  
3 negotiating an agreement with SOSI?

4 A I was.

5 Q And how were you aware of that?

6 A I work in San Francisco and I run into people that I --  
7 colleagues from -- interpreters that I run in the hallway and  
8 we talk about it. Later, I also contacted them through  
9 Facebook inquiring about the contract that they were  
10 negotiating at the time.

11 Q Who, specifically, did you contact?

12 A So I remember contacting Patrice Binaisa, B-I-N-A-I-S-A.  
13 And Lisette Sanmareno (phonetic), because they were  
14 interpreters that worked in the Bay Area in San Francisco  
15 court.

16 Q Okay. Did they refer you to anyone?

17 A Both told me to contact Spanish interpreters from Southern  
18 California, and they mentioned Hilda Estrada.

19 Q Did they mention anyone else?

20 A They mentioned Diana.

21 Q Do you recall her last name?

22 A I don't. Sorry.

23 JUDGE ROSAS: You don't have to look at documents.

24 THE WITNESS: Okay. Okay.

25 Q BY MR. LOPEZ: Okay. And were you aware that a group of

1 negotiators had reached an agreement with SOSI regarding terms?

2 A At some point, I became aware.

3 Q And do you know any of the terms of that agreement?

4 A I was aware that they had -- they negotiated a half day  
5 rate and a full day rate, and a full day rate was for \$425.

6 Q What was the half day rate for?

7 A \$225.

8 Q And how did you find that out?

9 A Through those interpreters I mentioned previously.

10 Q Which two?

11 A Patrice and Lisette.

12 Q Would you, please, take a look at GC Exhibit 91? Do you  
13 recognize that email?

14 A I do.

15 Q And who sent that first email?

16 A I sent that email to three interpreters.

17 Q When did you send it?

18 A I sent in December 7th, 2015.

19 Q And why did you send it to those three interpreters?

20 A I sent this email to this interpreters because I was no --  
21 when I tried to negotiate terms with SOSI, with the people that  
22 were recruiting interpreters in the Bay Area, they were not  
23 abiding by the terms that I've heard that the interpreters had  
24 negotiated. So I -- the other interpreters informed me that if  
25 I contacted this I could go under the same contract, which I



1 was interested in doing.

2 MR. LOPEZ: Move to admit GC-91.

3 MR. ROBERTS: No objection.

4 JUDGE ROSAS: GC-91 is received.

5 **(General Counsel Exhibit Number 91 Received into Evidence)**

6 Q BY MR. LOPEZ: And in this email, you mentioned that you  
7 were offered \$45 an hour?

8 A Oh, yeah.

9 Q And previously, you had mentioned it was \$34 an hour. Was  
10 that the case?

11 A Because I had different offers with SOSI. First, they  
12 started with \$35 an hour, then they went up to \$45, but they  
13 wouldn't do the three hours, so it was like a -- anything that  
14 they could give me it was always under what I was asking them,  
15 so. Then, they also told me, you can do four hours for, I  
16 don't -- for something that would have been like \$34 an hour if  
17 I add it up. So, I mean, there was always something that was  
18 wrong with what they were offering me. I mean, the terms were  
19 lower than Lionbridge had been, so I was not going to accept  
20 that.

21 Q Please take a look at GC Exhibit 92. Do you recognize  
22 that email?

23 A I do.

24 Q And who sent that email?

25 A So, Hilda Estrada sent it to myself and to herself --

1 well, she cc'd herself and Diana Illarraza and --

2 Q And when was this sent?

3 A This was sent on December 9th, of 2015.

4 Q And what is this email exchange about?

5 A She was instructing me how to email and what should I say  
6 to get -- to get the contract that they had negotiated.

7 Q And what did they suggest?

8 A So they told me to email Phyllis.

9 JUDGE ROSAS: Are we talking about what's in the email?

10 THE WITNESS: Yeah.

11 JUDGE ROSAS: What are you asking her? For her  
12 recollection?

13 MR. LOPEZ: Move to admit, Your Honor.

14 JUDGE ROSAS: Okay.

15 MR. ROBERTS: No objection.

16 JUDGE ROSAS: 92 is received.

17 **(General Counsel Exhibit Number 92 Received into Evidence)**

18 Q BY MR. LOPEZ: And did you listen to the suggestion given  
19 by Ms. Estrada in this email?

20 A I did.

21 Q Let's take a look at GC Exhibit 93, and turn to page 2  
22 there.

23 A Yes.

24 Q You recognize that email?

25 A Let me just read it.

1 Yes.

2 Q Okay. And who sent that email?

3 A I sent that email.

4 Q Who did you send it to?

5 A I sent it to SOSI representatives, Martin Valencia, Raphy  
6 and Claudia.

7 Q And what is this email about?

8 A It was about -- so I had already submitted a previous  
9 email to get the contract that they had negotiated and now I  
10 was trying to tell me, you know, I've already submitted this,  
11 I've been working with the court, so let me know what the other  
12 steps I need to do too, to start working with SOSI.

13 Q Okay. And why did you mention Diana Illarraza here?

14 A Because she had been the one that gave me instructions on  
15 how to proceed and she was in touch with the representatives.

16 MR. LOPEZ: Move to admit GC-93.

17 MR. ROBERTS: No objection.

18 JUDGE ROSAS: 93 is received.

19 **(General Counsel Exhibit Number 93 Received into Evidence)**

20 Q BY MR. LOPEZ: Let's take a look at GC Exhibit 94. I'll  
21 give you time to read it, if you'd like.

22 A I have.

23 Q Okay. Do you recognize it?

24 A I do.

25 Q Okay. Who is this email exchange between?

1 A It's between me and Ian Wharton.

2 Q Who is Ian Wharton?

3 A He a recruiter from SOSI.

4 Q When did this email exchange take place?

5 A January 8th of 2016.

6 Q And what is it about?

7 A Ian had told me that I had, apparently, been disqualified  
8 so I couldn't sign the agreement, and I told him that that was  
9 not true and I explained the situation that I was -- I had been  
10 reinstated with E.O.I.R. and that I had been working with  
11 Lionbridge until November of 2015.

12 MR. LOPEZ: Move to admit, Your Honor.

13 MR. ROBERTS: No objection.

14 JUDGE ROSAS: General Counsel's 94 is received.

15 **(General Counsel Exhibit Number 94 Received into Evidence)**

16 Q BY MR. LOPEZ: And what is a disqualification?

17 A Disqualification is like a sanction or a form of  
18 punishment that interpreters can be subject to if they don't  
19 abide by some terms of -- if one of the staff interpreters has  
20 a complaint with you.

21 Q Okay. And what would be the punishment or sanction then  
22 for disqualification?

23 A That you would no longer be eligible to take cases with  
24 Immigration Court.

25 Q And would that be for all Immigration Courts?

1 A To my knowledge, yes.

2 Q Could it be narrowed to any particular court?

3 A No.

4 Q Okay. And were you ever disqualified?

5 A I was disqualified for a month, because I had to leave  
6 early from a hearing because my daughter was -- had pneumonia,  
7 yeah.

8 Q And when was that?

9 A That was about, I think it was, I don't recall the time,  
10 but I think it was some time in August of 2015.

11 Q So that was under Lionbridge, though?

12 A Yes.

13 Q Okay. And in GC-94, why did you mention Hilda and Diana  
14 in this email?

15 A I mentioned Hilda and Diana because I tried negotiating  
16 this by myself and I didn't have any success, so I felt that  
17 they could be the bridge between us.

18 Q So did you think that by mentioning Hilda and Diana you  
19 would receive better terms?

20 A That I would receive the same -- yeah, better terms than  
21 the terms that they had negotiated.

22 Q Please take a look at GC-95.

23 A Yes.

24 Q You recognize that email?

25 A I do.

1 Q Who is it between?

2 A Me and Ian Wharton.

3 Q And when were these emails sent?

4 A January 11th of 2016.

5 Q What are they about?

6 A Ian is telling me that he clarified the situation and I  
7 was clear to move forward, that they could offer me the  
8 contract.

9 Q And did you do anything to clarify the situation?

10 A No. I just explained, like, in my previous email I had  
11 explained what had happened and how I --

12 Q Could you take a look at page 2?

13 A Yes.

14 Q What is that message about?

15 A So, it's -- it's message from Lionbridge of the last cases  
16 I was offered before they lost the contract.

17 Q And why did you forward that to Ian?

18 A Because I wanted to show him that I -- I had been taking  
19 cases with Lionbridge, or I was offered cases with Lionbridge  
20 until they lost the contract and --

21 MR. LOPEZ: Move to admit GC-95.

22 MR. ROBERTS: No objection.

23 JUDGE ROSAS: GC-95 received.

24 **(General Counsel Exhibit Number 95 Received into Evidence)**

25 Q BY MR. LOPEZ: And did SOSI send you the contract that the

1 interpreters in Southern California got?

2 A They did, yeah.

3 Q And that contract SOSI sent you reflect the terms that you  
4 were aware of?

5 A Yes.

6 Q Please take a look at GC-96.

7 A Yes.

8 Q Go over to the fourth page. Is that your signature there?

9 A It is.

10 Q And what date is next to the signature?

11 A February 17th of 2016.

12 Q Is that the day you signed it?

13 A Yes.

14 Q Move over to the next page. What is that document?

15 A It's an addendum to the independent contract agreement.

16 Q Okay. And is that your signature at the bottom of the  
17 page?

18 A It is.

19 Q And what date is next to it?

20 A February 17th of 2016.

21 Q Is that when you signed it?

22 A It is.

23 Q And did this contract come with any exhibits to it?

24 A I believe it did.

25 Q Take a look at page 11 of the independent contractor

1 agreement.

2 A I'm seeing that.

3 Q Did it come with those exhibits, you recall?

4 A Yes.

5 Q Do you recall signing any of those exhibits?

6 A I think I did. I did sign this.

7 Q okay. If you turn over to the next page; is that your  
8 signature on that page?

9 A It is.

10 Q Do you recognize what document that signature  
11 correspondence to?

12 A It's exhibits 6 through 10. Well, it states Cannon  
13 (phonetic), I guess, it's the --

14 Q You don't recall what -- what the signature page  
15 correspondence to?

16 A No. I mean, if I read the document, it's something about  
17 the conduct but --

18 Q Over to the next page. Is that your signature on that  
19 page?

20 A It is.

21 Q Okay. And what's the date on that page?

22 A February 17th of 2016.

23 Q Is that when you signed it?

24 A It is.

25 Q And over to the last page. Do you recall receiving SOSI's



1 Code of Business Ethics and Conduct?

2 A Honestly, I don't remember.

3 Q And is that your signature on that page?

4 A It is.

5 Q What date is next to your signature?

6 A February 17th of 2016.

7 Q And by looking at this page what exhibit do you think this  
8 correspondence to?

9 A Business Ethics and Conduct?

10 Q So you signed this page, do you think you receive the SOSI  
11 Code of Business in Ethics and Conduct.

12 A I don't remember, honestly.

13 MR. LOPEZ: Move to admit GC-96.

14 MR. ROBERTS: No objection.

15 JUDGE ROSAS: General Counsel's 96 is received.

16 **(General Counsel Exhibit Number 96 Received into Evidence)**

17 Q BY MR. LOPEZ: Do you have a business entity under which  
18 you perform interpretation services?

19 A I don't.

20 Q Have you ever had one?

21 A I had one when I was working in Hawaii as an  
22 interpreter -- as a court interpreter. The court I was working  
23 with required me to have business license in the State of  
24 Hawaii.

25 Q And when was that?

1 A That was around, maybe from 2007, I want to say, to 2009.

2 Q And what court did you need that license for?

3 A Any state court in Hawaii but I was working then with a  
4 criminal court, traffic court, and family court.

5 Q And did your business entity have a name?

6 A I think it was just my name, if I recall correctly.

7 Q Okay. Do you know what type of business entity it was?

8 A I don't remember.

9 Q Did you ever have to get incorporated?

10 A No. No.

11 Q An LLC?

12 A No. I did have to pay some business tax license, but it  
13 was a very -- sole -- I think it was a sole proprietor of the  
14 business so it's not very complicated structure.

15 Q Did you ever employ anyone under that business entity?

16 A I did not.

17 Q Did you ever perform interpretation services under that  
18 business entity while you worked for SOSI?

19 A No.

20 Q When you worked for SOSI did you work for other  
21 interpreting agencies?

22 A At the time I was working for SOSI, I didn't have time to  
23 work with other contracts, like interpreting agencies. And  
24 also, I have to add that when I started working with SOSI I  
25 presented by my resignation with a law firm I was working at

1 the time. So, if anything, maybe sometime in March is was  
2 finishing my work with the law firm.

3 Q So you didn't have any clients that were for the purpose  
4 of interpreting during the time you worked for SOSI?

5 A Well, I mean, I had clients, I just was giving priority to  
6 SOSI because that's what I decided. I was also -- well, I was  
7 finishing work at the law firm and being employed for Stanford  
8 University for four, five years, as an interpreter, so I still  
9 had that contract but I was mainly working with them on the  
10 weekends. I mean, it wasn't a contract, I'm an employee with  
11 them but I can make my own hours. Yeah.

12 Q What type of clients did you have then besides your  
13 fulltime employee work for Stanford University?

14 A Well, because I'm a certified interpreter a lot of people  
15 contact me through the -- there's a website of certified  
16 interpreters and they contact you all the time to do -- to  
17 perform interpretations. I decline for the most time, I didn't  
18 have more time available between SOSI and my independent -- I  
19 mean, my work for Stanford on the weekends, and I was also  
20 working at the law firm, so I had no time to do that. Yeah.

21 Q How often, on average, did you work for SOSI?

22 A Maybe three, four times a week, from -- well, in March a  
23 little bit -- I started working in March and it felt like they  
24 had a lot of cases that they needed covering for, so. And then  
25 in April, for sure, and May, for sure, I was working a lot.

1 Then I started doing some courses in -- through May and June  
2 and I was working a little bit less with them. But then in  
3 July, August I was working and September I was working a lot  
4 again, so.

5 Q Okay. What did you have to do to receive a half day rate?

6 A To receive a half day rate, I would have to work either  
7 the morning shift or the afternoon shift with the court, and it  
8 would start from 8:30 anywhere until 12:00-ish or 1:00 until --  
9 anytime between 1:00 to 5:00. Yeah.

10 Q Did you get paid more for completing more cases during --

11 MR. ROBERTS: Can we stipulate to this? I think we've  
12 heard quite a bit about this. They don't get paid extra for --  
13 if they do two cases, they get paid for half day, full day, it  
14 doesn't matter how many case within the session.

15 JUDGE ROSAS: If you feel like you need to get something  
16 in, just lead on this matter, if it's foundational to some  
17 other question.

18 MR. LOPEZ: Well, Your Honor, all of this is going to  
19 employee status, so that's

20 JUDGE ROSAS: Yeah. So if you feel you need -- this is  
21 not in dispute, so just, won't you just lead her if you're  
22 establishing a foundation for something; we don't need the  
23 explanations.

24 MR. LOPEZ: So we would agree to stip to that then?

25 MR. ROBERTS: Well --

1 JUDGE ROSAS: As to the half day rate, the full day rate,  
2 what triggered full payment --

3 MR. ROBERTS: Yes, I mean, they --

4 JUDGE ROSAS: -- in each and both instances.

5 MR. ROBERTS: If they work -- I thought we could, sort of  
6 stipulate. They worked until the court released them and  
7 then --

8 MR. LOPEZ: Okay.

9 MS. HADDAD: Yeah. We're willing to stip the -- you don't  
10 get paid more or less based on the number of cases that you  
11 work during the half day session or within the full day  
12 session.

13 MR. ROBERTS: We will stipulate to that.

14 JUDGE ROSAS: Okay.

15 MS. HADDAD: To the Charging Party?

16 MS. BRADLEY: That's agreeable, Your Honor.

17 MS. HADDAD: Okay.

18 JUDGE ROSAS: All right.

19 Q BY MR. LOPEZ: Were there any ways to make more money  
20 while working a half day session?

21 A No. Well, I think that if the hearing went over four  
22 hours you were paid the additional hour. And sometimes that  
23 happened but not often.

24 Q Okay. And when it went over four hours how much would you  
25 get paid?

1 A The additional hour.

2 Q Were there any ways to make more money while working a  
3 full day session?

4 A The only way would be either morning or afternoon or both  
5 were over the four hours.

6 (Counsel confer)

7 Q BY MR. LOPEZ: Did you ever work less than the complete  
8 four hours for the half day rate?

9 A I did.

10 Q And were you paid the entire half day rate when you worked  
11 less than the four hours?

12 A I did.

13 MS. HADDAD: Your Honor, we'd like to include in the  
14 stip, if Respondent is willing, that along with -- it doesn't  
15 matter -- the number of cases that you worked you can work less  
16 than the four hours to get paid the full --

17 MR. ROBERTS: And I thought that was well established. We  
18 would stipulate to that.

19 JUDGE ROSAS: I'm just thinking, in the course of a day  
20 we've got four and four, right? Two sessions would be four  
21 hours each?

22 MS. HADDAD: Yes.

23 JUDGE ROSAS: Is that right, ma'am.

24 THE WITNESS: Yes.

25 JUDGE ROSAS: And I know there was testimony previously

1 about a, you time, a timeframe in between. Why don't we  
2 revisit that? I just want to make sure that we have this down  
3 because it's in light of testimony about exceeding either  
4 session. All right, so if you exceed the morning session, by  
5 more than four hours, what's that time period. Is that lunch?

6 THE WITNESS: So if you exceed -- you didn't have a lunch,  
7 per se, or a break per se. But usually, we would -- the  
8 morning hearings would be from 8:30 or 9:00 to 12:00 and there  
9 would be a gap from 12:00 to 1:00 --

10 JUDGE ROSAS: Wait, hold on. 8:30 to 12:00.

11 THE WITNESS: 12:00.

12 JUDGE ROSAS: So that's three-and-a-half hours.

13 THE WITNESS: Yeah. Well, yeah.

14 JUDGE ROSAS: What were the court hours?

15 THE WITNESS: Yeah, 8:30 to 12:00 and the staff would have  
16 a hour break in the middle, but a lot of times a judge would go  
17 over because they wouldn't be able to cover all the cases or  
18 the calendar before --

19 JUDGE ROSAS: So if a case went over, say, until 12:30,  
20 did the 1:00 session start on time?

21 THE WITNESS: Yes, for the most part, yes.

22 JUDGE ROSAS: Okay. All right. So I just, you know, had  
23 some thoughts in terms of the stipulation. In terms of how  
24 that would work.

25 MR. ROBERTS: Let me throw something out, as I

1     understanded (sic) it. If they -- if she said there's no set  
2     lunch or they either get one or they don't, depending on when  
3     the cases finished. But from a pay standpoint, if the case is  
4     supposed to start at 8:30 and it runs past 12:30 there's a pro  
5     rata hourly pay beyond that, is my understanding. And that's  
6     how they're compensated beyond that. Whether they get a lunch  
7     break or not --

8             JUDGE ROSAS: I was just trying to figure out, you know,  
9     there are cases, and then there are cases, and if you've got on  
10    in the morning. The morning, I guess is what I'm looking at,  
11    specifically, to the extent that it affects the afternoon.  
12    What does that do? But, I guess, the afternoon session doesn't  
13    start until the morning session is finished.

14            MR. ROBERTS: That would be my understanding. I'm not  
15    aware of that ever happening, where the morning session --

16            JUDGE ROSAS: Are you aware of any instance in which the  
17    morning session may have gone extraordinarily long?

18            THE WITNESS: Yeah. Yeah.

19            JUDGE ROSAS: Like how long? What was the longest in your  
20    recollection?

21            THE WITNESS: I think past 12:30. And if -- or I don't  
22    know, 12:40 and then the judge would -- if you had the same  
23    judge he would say, come back at 1:10 because I want to take a  
24    lunch. But if you didn't have the same judge, then you would  
25    go to the -- and if you were assigned an afternoon case you



1 would go at 1:00 p.m. because that was your scheduled hearing.

2 JUDGE ROSAS: And it would have started at 1:10 and you  
3 would have -- it would have triggered the four-hour session, as  
4 far as your pay is concerned?

5 THE WITNESS: Yes.

6 JUDGE ROSAS: Regardless of whether it went to 5:10.

7 THE WITNESS: Right.

8 JUDGE ROSAS: If it went to 6:10 that would be an  
9 additional hour? Or what?

10 THE WITNESS: Yeah. If it went -- yeah, you're right. If  
11 it went to -- because they pay you one more hour if you're over  
12 one minute. Not necessarily, like, if you say you leave here  
13 5:01 then it would pay you one more hour.

14 JUDGE ROSAS: So it's always a four-hour session --

15 THE WITNESS: Four-hour session.

16 JUDGE ROSAS: -- that you're paid for.

17 THE WITNESS: Yes.

18 JUDGE ROSAS: That's the base pay?

19 THE WITNESS: Yes.

20 JUDGE ROSAS: Okay. All right.

21 MR. LOPEZ: My understanding is that that's not --

22 JUDGE ROSAS: Okay. Go ahead.

23 MR. LOPEZ: -- that there's variation between --

24 JUDGE ROSAS: Go ahead.

25 Q BY MR. LOPEZ: So in your experience, was it always the

1 case that you'd get paid a pro-rata rate for the hour after  
2 your four-hour session?

3 A Was it always -- sorry, can you repeat that?

4 Q In your experience, did you always get paid just a  
5 prorated hour if you went over your session?

6 A I think so. Actually, let me just think because I think  
7 that happened with Lionbridge. I'm confusing both contracts.  
8 Lionbridge, I'm sorry, it's just that it's been a long time  
9 since this. But, Lionbridge pays you one more hour and SOSI  
10 just pays you the base, I think, that's what had happened.

11 Q So they don't -- they don't pay --

12 A No, they don't pay additional. It's Lionbridge that would  
13 -- they would tell you, if you go over the minute, then you get  
14 paid the additional hour, yeah. I believe so. It's been more  
15 than a year-and-a-half since the contract, so I want to --

16 Q To the best of your knowledge.

17 A To the best of my knowledge, that what I think happened,  
18 yeah.

19 Q Okay. And prior to starting working with SOSI, did SOSI  
20 send you any items?

21 A They sent me the court forms, which were to be signed by  
22 the judge and stamped by the clerk, and SOSI ID badge.

23 Q Okay. What coordinators did you work with?

24 A I worked with, maybe, three different coordinators  
25 throughout the life of my contract. Francis Rios, Ashley

1 Ferro, I believe Maria Miller too, if I recall correctly.

2 Q Okay. And how often were you in contact with them?

3 A Weekly. Or sometimes, I mean, more -- within the week  
4 they would often call me in the middle of the week or sometimes  
5 late at night. Like, can you cover this for tomorrow or early  
6 in the morning, can we make a change in your schedule? So, I  
7 mean, it varied but at least two, three times a week. Yeah.

8 (Counsel confer)

9 Q BY MR. LOPEZ: How far in advance did you receive an  
10 assignment?

11 A Usually, I give my availability for the week or the month.  
12 The week prior, for sure, I would have given my availability,  
13 or I would just tell my coordinator, I'm free any time this  
14 month, whatever. But she would contact by Friday and send me  
15 the schedule for the next week. But I felt that -- I mean,  
16 often they would call me, last minute, or they would send me  
17 some change or some addition to the cases that I had been  
18 assigned to.

19 Q Okay. Were you permitted to decline an assignment?

20 A Yes.

21 Q Okay. Would the coordinator be upset?

22 A The coordinator wouldn't be upset but would be, like,  
23 please help me or -- it felt like, the time that I was hired,  
24 that they were desperate to cover the hearings or that they  
25 didn't have enough interpreters to cover. So they were always

1     trying to, hey, can you please, please help me?

2     Q     And did that ever change your mind?

3     A     I tried to accommodate the need that they had.

4     Q     After you accepted an assignment from SOSI could they  
5     de-assign too, from you?

6     A     They could, yeah.

7     Q     Okay. And did that ever happen to you?

8     A     Yes.

9     Q     When?

10    A     They had cancellations of cases -- I received emails from  
11    the coordinators stating the case was cancelled, we don't need  
12    -- no longer need coverage. And as long as it was -- if it was  
13    before 24 hours, then I would not get paid, but if I had less  
14    than 24 hours I would get paid for the interpretation.

15    Q     Okay.

16           MS. HADDAD: Your Honor, did we stipulate as to  
17    cancellation fee? A 24-hour cancellation notice?

18           MR. LOPEZ: In practice?

19           JUDGE ROSAS: I thought we discussed it, I don't --

20           MR. ROBERTS: I don't know if we did. I know there was  
21    some discussion that the contract says that if it's less than  
22    24 hours they get paid and we would stipulate that that was the  
23    practice.

24           MS. BRADLEY: I believe there's been some contradictory  
25    testimony as to whether all the payments actually occurred, so

1 I don't think that we can stipulate to -- we can stipulate that  
2 that's what the contract says and maybe that's what the policy  
3 that was understood, but I can't agree to a stipulation that's  
4 that broad.

5 MR. ROBERTS: We'll agree to the limited stipulation then.

6 JUDGE ROSAS: So --

7 MR. LOPEZ: All right, so --

8 JUDGE ROSAS: -- there's some testimony to the contrary,  
9 as far as the payment is concerned for, maybe it's late, maybe  
10 it's nonpayment, whatever it's called. I guess you can probe  
11 that in this specific instance.

12 MR. LOPEZ: Sure.

13 Q BY MR. LOPEZ: And when SOSI cancelled your assignment,  
14 with less than 24 hours notice, did it actually pay you?

15 A To the best of my recollection, they did. I have to say  
16 that I had sometimes to insist on, hey, I didn't receive  
17 payment and I have to resubmit and I had to be on top of the  
18 billing because they seemed to either displace or not have the  
19 forms, but I -- eventually I got paid.

20 Q During what timeframe did that happen?

21 A Well between March through September. And I, actually,  
22 the last payment I received was in November, for some reason,  
23 so. Because I had some ongoing payment issues that I kept  
24 emailing them about, hey, I didn't receive this one.

25 Q And when was your last assignment?

1 A Somewhere in September.

2 Q So at the latest, you should have been paid at the end of  
3 October?

4 A Yes.

5 Q And you weren't paid at the end of October for all of your  
6 cases that you had completed at that time?

7 A No.

8 Q Could you subcontract your assignment to other  
9 interpreters?

10 A No.

11 Q And why not?

12 A I wasn't allowed.

13 Q Who said you weren't allowed?

14 A It was part of the contract. I don't recall which part,  
15 but I remember reading that you were not allowed to have  
16 somebody else cover your assignments.

17 Q How far in advance of an assignment did you need to get to  
18 the E.O.I.R. court?

19 A Per contract, I think it was 15 minutes, before -- prior  
20 to the hearing.

21 Q And is that when you would get to the court?

22 A No. The practice was, at least in the E.O.I.R., is that  
23 as long as your court form is stamped at the time of the  
24 hearing, you're fine. So, anytime before -- or like say, it's  
25 8:30, you have to have a stamp by 8:30 or 8:25 or so. I knew

1 the court I -- but what -- when it was in Sansome, the detained  
2 cases were different though, because you and the security line  
3 so you had to plan in advance because the security lines  
4 were -- there was a metal detector you had to go through and --

5 Q And at Sansome, how far in advance would you get there?

6 A Then I would be 10 minutes prior or 15 minutes prior just  
7 to get through the line. Sometimes the security officers were  
8 really thorough and what you had in your purse and you have to  
9 go back and forth and yeah.

10 Q Do clarify, prior to what?

11 A Prior to the case. And sometimes, you were stuck in line  
12 with the security. Yeah.

13 Q And were you paid for that time?

14 A No.

15 Q Were you provided with a bilingual dictionary?

16 A I was provided with, I believe, maybe 10 or 15 pages of  
17 terminology relating to immigration terms in Spanish and  
18 English by SOSI.

19 Q Okay. And in the courtroom, did you have access to a  
20 bilingual dictionary?

21 A I used my phone to have access to terminology.

22 Q Did you ever purchase a bilingual dictionary while working  
23 for SOSI?

24 A Yeah. I have many dictionaries at home. I didn't  
25 purchase, I already had them.

1 (Counsel confer)

2 Q BY MR. LOPEZ: What is team interpreting?

3 A Team interpreting is when there's more than one language  
4 that you needed to interpret. And it usually happens when  
5 there's an interpreter that -- it's mostly -- it mostly happens  
6 in indigenous languages where there's a Mam interpreter that  
7 speaks Mam and Spanish, and there's a Spanish interpreter that  
8 speaks Spanish and English and then we're interpreting the  
9 Respondent from Mam to Spanish, from Spanish to English.

10 JUDGE ROSAS: What's the first word?

11 THE WITNESS: Mam. Mam.

12 JUDGE ROSAS: Spell that?

13 THE WITNESS: M-A-M. It's an indigenous language.  
14 Uh-huh.

15 Q BY MR. LOPEZ: And is that the same thing as a relay case?

16 A It's kind of -- oh, yeah, okay, so I'm not sure if the  
17 same term is used. Sorry, I have to correct myself because,  
18 relay case is the one that I was referring to and team  
19 interpreting is more when you're doing simultaneous  
20 interpretations and you need, like, relief from the other  
21 interpreter. Usually, in simultaneous cases that I've worked  
22 with -- with other agencies or conference interpreting, it's  
23 very tiring so you're required to -- after an hour of  
24 simultaneous interpreting your brain kind of goes on shock, so  
25 you need like a relief, another interpreter that comes in and



1 covers you. And your skills go down significantly so it's  
2 better to have like a team -- at least two interpreters to  
3 relieve each other when it's simultaneous interpreting.

4 Q And in your experience, was that standard in courtroom  
5 interpreting?

6 A Unfortunately, it wasn't.

7 (Counsel confer)

8 Q BY MR. LOPEZ: Was team interpreting used by SOSI?

9 A No.

10 Q Did anyone at E.O.I.R. use team interpreting?

11 A Not to my knowledge.

12 Q Did E.O.I.R. have staff interpreters?

13 A They did.

14 Q Did the staff interpreters use team interpreting?

15 A I'm not sure that they did. But I do know, from my own  
16 experience, that they often switched with SOSI interpreters or  
17 with Lionbridge Interpreters and they, kind of, hey, can you  
18 cover me for the after -- if you finish early can you come and  
19 cover me. But it more, not a formal, it's more like an  
20 informal that they manage that.

21 Q So staff interpreters could be relieved --

22 A Yes.

23 Q -- during the case?

24 A Yes.

25 Q Could SOSI interpreters be relieved during a case?

1 A No.

2 Q Did you ever schedule to work with a client on a day that  
3 you had accepted an assignment for SOSI?

4 A I could not do that.

5 Q And why not?

6 A Because I didn't know what time was the hearing finishing,  
7 and so, my whole day was dedicated to SOSI. Unless, like, I  
8 was in a morning session and I had the afternoon free or unless  
9 I had like a conference interpreting in the evening, but  
10 otherwise, if I was scheduled full day it was hard to do a  
11 different work. Unless you work to work, I don't know, 14  
12 hours, so.

13 Q But it was possible you would be relieved early from your  
14 assignment at SOSI, correct?

15 A Yes, but you don't want to over-commit where, maybe,  
16 you're stuck at the courthouse until past 5:00 because the  
17 judge wants to finish the calendar and then you're late to your  
18 second assignment. So, it was hard to do that.

19 Q Okay

20 A And also, transportation in the Bay Area, is very tricky.  
21 The commute time, it's usually long, so. I would --

22 Q So if you had -- if you had a morning session scheduled,  
23 what was the latest that you could accept an assignment?

24 A Okay. So if I only have a half day, like, I finish I  
25 would say, what was my worst case scenario I finish at 12:00

1 something, so I would only be able to take something after  
2 2:00 p.m., between commute time and so forth.

3 Q And were there, typically, clients that would have 2:00  
4 start times?

5 A Not often, no. Usually, clients either, I mean, 8:00,  
6 10:00, 11:00. Not that often would you have an interpretation  
7 assignment after 2:00 p.m. or from 2:00 to 4:00; it's rare,  
8 yeah.

9 Q What about if you had an afternoon session?

10 A Then it would be more likely, yeah. But it's hard to  
11 coordinate, you know, those things. I don't know if -- it's  
12 really hard to coordinate more assignments when you're already  
13 committing to one thing, you know.

14 Q Okay. And so if you had accepted an afternoon session why  
15 was that difficult to accept an assignment during the morning?

16 A You just have to be sure that you have that morning free.  
17 It was, usually SOSI kept me busy while I was working with  
18 them, so I try not to drive myself crazy with more stuff, yeah.

19 Q Please take a look at GC Exhibit 97.

20 A Uh-huh.

21 MR. ROBERTS: I will stipulate that these are her COIs.

22 MR. LOPEZ: We'll move to admit GC-97, Your Honor.

23 MR. ROBERTS: No objection.

24 JUDGE ROSAS: 97's received.

25 **(General Counsel Exhibit Number 97 Received into Evidence)**

1 Q BY MR. LOPEZ: How soon after submitting your COI to SOSI  
2 were you supposed to get paid?

3 MR. ROBERTS: Objection. I think we covered this. Thirty  
4 days she said.

5 JUDGE ROSAS: How soon after?

6 MR. LOPEZ: Yeah.

7 JUDGE ROSAS: She was supposed to get paid?

8 MR. LOPEZ: Yeah.

9 JUDGE ROSAS: We haven't stipulated to that.

10 MR. LOPEZ: I don't know that she said 30 days.

11 MR. ROBERTS: No, but she testified, a few minutes ago, 30  
12 days.

13 MR. LOPEZ: I think she answered in response to my  
14 question --

15 JUDGE ROSAS: You can ask it again. Go ahead.

16 MR. LOPEZ: -- that time.

17 JUDGE ROSAS: You can answer it.

18 THE WITNESS: Thirty days.

19 Q BY MR. LOPEZ: Let me show you what has been marked at GC  
20 Exhibit 107, or 107.

21 MR. LOPEZ: I'm going to pass that around right now,  
22 sorry.

23 Q BY MR. LOPEZ: Do you recognize that document?

24 A I do.

25 Q And what is it?

1 A It's a spreadsheet that I submitted to SOSI for cases that  
2 I had covered.

3 Q Okay. And did SOSI require you to use that spreadsheet?

4 A Yes, they did.

5 Q And how do you know that?

6 A Because when I was hired I contacted then my coordinator,  
7 Francis, and she told me, you have to submit to SOSI the court  
8 forms that you received by mail, in addition to that you have  
9 to present excel spreadsheet, see attached. And she had this  
10 format for me to present this with.

11 Q So she provided you with that?

12 A She provided me with a sample that I kept using, yes, but  
13 something identical to this, yeah.

14 Q and when would you submit that?

15 A I would submit that, usually, at the end of the week so  
16 after I --

17 Q Would you submit it with your COIs?

18 A Yes, yes.

19 Q Okay.

20 MR. LOPEZ: Move to admit GC Exhibit 107.

21 MR. ROBERTS: No objection.

22 JUDGE ROSAS: 107 is received.

23 **(General Counsel Exhibit Number 107 Received into Evidence)**

24 Q BY MR. LOPEZ: And who told you, you were supposed to get  
25 paid 30 days after submitting your COIs?

1 A I think even the coordinators said once you submit them  
2 you'll get payment within 30 days. And I think, to the best of  
3 my recollection, it was part of the contract too.

4 Q And did you get paid at that time?

5 A I often experienced a lot of delays in payment. Like, I  
6 remember submitting somewhere in March and I had my first --  
7 and I received it in May. There was always, like, over 30-day  
8 delay.

9 Q How would you get paid?

10 A I had automatic deposit through my checking account.

11 Q During the time you worked for SOSI, about what percentage  
12 of your income did SOSI make up?

13 A I'm not sure if it represented but it was my main source  
14 of income from late March through, I think, the start that I  
15 start -- ended up working -- end of September. More than -- I  
16 would say, if I had to put a number maybe more than 60 percent,  
17 more than 70 percent.

18 Q Okay. If you were offered conflicting assignments between  
19 SOSI and another employer or client whose assignment would you  
20 accept?

21 A I told my coordinator the same that I would give  
22 preference to SOSI. I really like working at Immigration  
23 Court. Yeah.

24 Q Do you recall which coordinator you told that to?

25 A The first coordinator I spoke to, Francis Rios, yeah.

1           And often, I remember also telling the coordinators, like,  
2           because there were a lot of last minute and I always telling  
3           them, you know, I can keep my calendar open for you but try to  
4           give me notice, and, you know, because it seemed like they were  
5           really disorganized, like a lot of last minute thing going on.  
6           Yeah.

7           Q     Okay. And did SOSI require you to dress a certain way?

8           A     They did.

9           Q     How do you know that?

10          A     Because they provided me with memos by email about dress  
11          conduct. And I think -- I don't remember who sent this email  
12          but -- it was somebody from SOSI that said that, it's been  
13          called to our attention that interpreters are not dressing --  
14          they're not following court attire, and they had explicit  
15          things that you had to -- like either, dress pants, no jeans,  
16          sandals, you're not supposed to wear, I don't know. They had,  
17          like, a list of things that you were supposed and not to wear.

18          Q     And in your experience at the state courts in Hawaii, were  
19          you required to have a specific dress code?

20          A     I mean nobody ever mentioned anything to me at the  
21          courthouse.

22          Q     How did you dress there?

23          A     I did dress kind of casual. I have to say that Hawaii has  
24          -- I mean, attorneys show up with sandals so I felt like it's  
25          not -- I don't know, it didn't feel like. There was nothing

1 explicit though, but I -- just pants and shirt, usually. I --  
2 yeah, long pants.

3 Q While working for SOSI at the E.O.I.R. Courts, were you  
4 allowed to solicit business?

5 A No, not in the courtroom. And I think it's part of the --  
6 even the exhibits that you -- we were just covering, it says  
7 that you're not allowed to talk to the attorneys or anybody in  
8 the courtroom and not solicit business. Yeah.

9 Q And in your experience at other courts, could you solicit  
10 business there?

11 A Yeah. In fact, I had many interpreters working for County  
12 Court and soliciting business right in the courtroom or outside  
13 the courtroom with -- even with a sign that said "interpreter,"  
14 you know, like -- uh.

15 Q Which County Courts?

16 A In Hawaii. I even saw that in Immigration also, outside  
17 of the Immigration Asylum Office, an interpreter giving out  
18 cards. I mean. I often see a lot of interpreters soliciting  
19 business, but because they're independent contractors and  
20 they're -- they're free to do that.

21 Q And is the Immigration Asylum Office under E.O.I.R.?

22 A I'm not sure. Yeah.

23 Q When was your contract supposed to expire?

24 A End of August.

25 Q Okay. And was your contract renewed?



1 A I had an extension for one more month after August.

2 **(General Counsel Exhibit Number 98 Marked for Identification)**

3 Q BY MR. LOPEZ: Okay. Please take a look at GC Exhibit 98.  
4 Do you recognize that document?

5 A Yes.

6 Q Is that the extension that you received?

7 A Yes.

8 Q Is that your signature at the bottom of that extension?

9 A It is.

10 Q And when did you receive this?

11 A I think I received it within a week of the contract  
12 expiring.

13 Q So when --

14 A So last week of August --

15 Q And when was this contract extension supposed to expire?

16 A So end of September, for one more month, 30 days. Yeah.

17 Q Okay.

18 MR. LOPEZ: Move to admit GC-98.

19 MR. ROBERTS: No objection.

20 JUDGE ROSAS: GC-98 is received.

21 **(General Counsel Exhibit Number 98 Received into Evidence)**

22 **(General Counsel Exhibit Number 99 Marked for Identification)**

23 Q BY MR. LOPEZ: I'd like you to take a look at GC Exhibit  
24 99.

25 A Yes, I'm -- I'm looking at it.

- 1 Q Okay. Do you recognize that document?
- 2 A I do.
- 3 Q And when was this sent?
- 4 A This was sent on September 14th of 2016.
- 5 Q Do you know who sent it?
- 6 A I send it to DOJ SOSI. It's -- they -- to SOSI basically
- 7 asking questions about how -- I had difficulty opening the
- 8 attachment.
- 9 Q Okay. And the email sent by notify@egnyte.com there.
- 10 A Yes.
- 11 Q What is that about?
- 12 A So this is a request for a quotation for the interpreters
- 13 from SOSI.
- 14 Q Okay. And were there any -- any terms that SOSI had
- 15 notified you of that were non-negotiable here?
- 16 A Yes.
- 17 Q And what were those terms?
- 18 A So that the full and half days were eliminated; that --
- 19 that we should -- we should offer a bid but it should not go
- 20 over the rate, the maximum rate, that they had identified; and
- 21 the travel reimbursement is standardized and not negotiated
- 22 individually.
- 23 Q Okay. And do you recall what the hourly maximum was?
- 24 A \$35 an hour.
- 25 Q And there's a link down -- or there's a -- something

1 called RFQ California Spanish 9/12/16; what is that?

2 A So that's the link that you have to -- that you had to  
3 click on to access the contract and so forth.

4 Q And was there a document attached to that link?

5 A Yes, it was the contract and all the stipulations.

6 Q Okay. And did that document have any of your personal  
7 information?

8 A I believed so that it had my name and I'm not sure if  
9 anything else but my name.

10 Q Okay. Did that document have any personal information of  
11 anyone else?

12 A No.

13 Q And did that document contain other terms and conditions  
14 of employment?

15 A Yeah, it had additional terms that were -- were not in the  
16 previous contract.

17 Q Okay. And were there terms that were now mentioned in  
18 this email, the email that the link is attached to?

19 A I'm not sure I'm understanding the question.

20 Q So this sort of message that comes with --

21 A Uh-huh.

22 Q -- with the link, were there terms in the link that were  
23 not included in this message?

24 A Oh, sure, sure. There was like I think some -- some of  
25 the terms were pretty strange like if you were -- you had a

1 no-show or a late arrival to the court, you were penalized by  
2 more than \$750. I think -- I think for a no-show it was  
3 something like in the thousands; I don't recall, so. Yeah,  
4 there were definitely a lot of terms that were alarming to me.

5 Q And --

6 MR. LOPEZ: Well, move to admit GC Exhibit 99.

7 MR. ROBERTS: No objection.

8 JUDGE ROSAS: General Counsel's 99 is received.

9 **(General Counsel Exhibit Number 99 Received into Evidence)**

10 MS. HADDAD: So, Your Honor, the RFQ California Spanish  
11 9/12/16 is part of the requested subpoenaed documents and we're  
12 -- while many documents have been turned over, this one, I  
13 think Respondent is still locating or -- because we don't have  
14 it.

15 We'd like to stipulate that when we receive it -- because  
16 it'll be part of the Joint stip, I anticipate, but we also  
17 would like to --

18 MR. ROBERTS: You can -- you can -- from my perspective,  
19 you can supplement this exhibit if you want to when we're able  
20 to find it and provide it to you, Your Honor.

21 MS. HADDAD: Well, we wanted to -- we want to be able --  
22 we want it to be on the record that that exhibit was what was  
23 sent to Ms. Espinosa but this is the only day that she's here  
24 to testify. She came from San Francisco. So.

25 JUDGE ROSAS: Well, we can -- we can follow-up after this

1 week in several respects and, you know, with such testimony  
2 whether it's not limited to audiovisual testimony on that  
3 limited item.

4 MR. ROBERTS: No objection but won't -- won't the document  
5 essentially speak for itself. I mean whatever it says, it's  
6 going to say.

7 MS. HADDAD: As long as -- as long as there would be no  
8 dispute that that would -- that the document that was sent to  
9 her is the one that was attached -- the document they're going  
10 to provide is the one that was attached to this September 12th,  
11 2016 email that, I'm sure more than one interpreter received  
12 but not limited -- it's not excluding Ms. Espinosa.

13 JUDGE ROSAS: So we may be able to fill in that blank with  
14 others.

15 MR. LOPEZ: Yeah.

16 MS. HADDAD: Right.

17 MR. ROBERTS: Well --

18 MR. LOPEZ: Well --

19 MS. BRADLEY: Or --

20 MR. ROBERTS: -- whatever --

21 MS. BRADLEY: -- we'll stipulate to the authentication of  
22 the document.

23 MS. HADDAD: Right. I mean we're not going to have other  
24 testimony on this --

25 MR. LOPEZ: On this particular --

1 MS. HADDAD: -- on this particular document.

2 JUDGE ROSAS: Oh, I see. Okay.

3 MR. ROBERTS: Well, I think the judge was saying, if we  
4 have to have testimony we could do it by video or some other  
5 mechanism.

6 JUDGE ROSAS: From Oakland.

7 MS. HADDAD: Um --

8 JUDGE ROSAS: From Oakland.

9 MR. ROBERTS: I mean we'll produce it --

10 MR. LOPEZ: Well, we don't --

11 MR. ROBERTS: -- as quick as we can but I mean --

12 MS. HADDAD: Okay.

13 MR. ROBERTS: -- you know, another --

14 JUDGE ROSAS: If you need to, she can go into your Oakland  
15 Regional Office.

16 MR. LOPEZ: We --

17 JUDGE ROSAS: Do it from there.

18 MR. LOPEZ: We may be -- it may be through Skype for  
19 Business. Unfortunately, it seems like our contract with the  
20 sort of teleconference --

21 JUDGE ROSAS: Are you talking about here in L.A.?

22 (Simultaneous speaking)

23 MR. LOPEZ: Well, across the Regions.

24 JUDGE ROSAS: Oh.

25 MS. HADDAD: It ends on Friday, the videoconferencing.

1 MR. LOPEZ: Yeah, the contract --

2 MS. HADDAD: And I think this will affect your office, as  
3 well, Your Honor.

4 JUDGE ROSAS: Okay. Well, we have to have some medium for  
5 doing that, so. That -- that'll get done one way or the other,  
6 I can assure you.

7 MS. HADDAD: Okay.

8 JUDGE ROSAS: You know. You know or I'll -- or I'll still  
9 be holding up a completion of hearing, so. It's -- it's --  
10 it's going to get done.

11 MS. HADDAD: So then we'll continue with the questions and  
12 then I think when we have --

13 MR. ROBERTS: You have our agreement that we'll stipulate.  
14 And to the extent that you need anything else, we'll work it  
15 out through testimony.

16 MS. HADDAD: Okay, that sounds good.

17 MR. ROBERTS: Hopefully, we'll --

18 JUDGE ROSAS: I mean you may --

19 MR. ROBERTS: Hopefully, we'll be able to --

20 JUDGE ROSAS: You may not need testimony on this if it's a  
21 matter of just establishing that the document is what it  
22 purports to be and received and.

23 MS. HADDAD: And that it was received by Ms. Espinosa.

24 JUDGE ROSAS: Yeah, so we can --

25 MS. HADDAD: It's the one that's attached to this email.

1 JUDGE ROSAS: We can deal with that. We can deal with  
2 that and if we can't stipulate to that then we'll just need  
3 some brief testimony.

4 MS. HADDAD: Okay. Thank you, Your Honor.

5 JUDGE ROSAS: Okay.

6 Q BY MR. LOPEZ: And did you have any problems with the  
7 terms of that request for quotation?

8 A I did. I've never received terms in a contract with any  
9 agency that had penalties for late arrival or no-show. And I  
10 would not -- honestly, I -- I wasn't comfortable signing that.

11 Q Okay. And did you contact anyone from SOSI regarding that  
12 problem?

13 A I did. I -- I had many problems, opening the thing, the  
14 terms of the contract, the format of the document so I -- I  
15 reached out to DOJ first then I called -- they told me to call  
16 a number. I spoke to Jessica Hatchette for like at least 40  
17 minutes.

18 Q And who's Jessica Hatchette?

19 A Jessica Hatchette -- I'm not sure what the position she  
20 had but it was -- she was -- she was some kind -- she was in  
21 some kind of management position to coordinate the contracts  
22 with the interpreters.

23 Q And for who?

24 A For SOSI.

25 Q Okay. And when did you contact her?



1 A Mid September, I want to say September 15th or 14th.

2 Q Okay. And how did you contact her?

3 A By email and by phone.

4 Q Okay. And when you called her, what did -- were you able  
5 to reach her?

6 A I was.

7 Q And what did she -- what did she say?

8 A So I explained to her many things. Basically I said that  
9 I had other contracts with agencies where they were paying me  
10 \$60 an hour, and in San Francisco, cost of living is very  
11 expensive so I could not accept anything and the -- that the  
12 contract was stating, I could not work for \$35 an hour.

13 And also the other thing -- well, I had questions about  
14 those penalty fees. I -- I -- and her response to all my  
15 questions were, well that's what it is, we can't offer anything  
16 else, that's not negotiable. It seemed to be very unreasonable  
17 to me. Yeah.

18 JUDGE ROSAS: Counsel, you have some more documents to  
19 complete the testimony. About how much more time do you need  
20 with this witness?

21 MR. LOPEZ: Uh --

22 JUDGE ROSAS: More than ten minutes?

23 MR. LOPEZ: Probably, sir.

24 JUDGE ROSAS: All right. Let's take a five-minute break.

25 Ma'am, you can go to the restroom but if you do don't talk

1 to anybody. Okay?

2 THE WITNESS: Sure.

3 (Off the record at 10:19 a.m.)

4 JUDGE ROSAS: Okay.

5 Q BY MR. LOPEZ: Ms. Espinosa, did you talk to other  
6 interpreters about the request for quotation from SOSI?

7 A I did.

8 Q Who did you talk to?

9 A I spoke -- one -- I spoke to -- well, I was part of the  
10 chat on WhatsApp of E.O.I.R. interpreters, so I spoke -- well,  
11 I chatted with them. I spoke to Hilda Estrada, the interpreter  
12 that I -- that had negotiated those contracts for on our behalf  
13 in Southern California. I spoke to interpreter colleagues that  
14 were working in the Bay Area about the contract.

15 Q And how long had you been on that WhatsApp chat group?

16 A I believe I -- I want to say -- I don't recall but  
17 sometime in June of 2015 maybe.

18 Q And about how many interpreters were on that chat group?

19 A Hundreds but I don't know exactly the number.

20 Q Did you prepare a counterproposal?

21 A So I did prepare a counterproposal with -- that I  
22 submitted to Jessica --

23 Q Okay. How --

24 A -- first. And then -- and then later when I was contacted  
25 by my coordinator, I also submitted a counterproposal to her.

1 Q Okay. And how did you prepare that counterproposal?

2 A My first counterproposal I -- that I just -- I submitted  
3 to Jessica, I just -- I emailed her shortly what I would be  
4 willing to sign a contract for.

5 And the second counterproposal that I submitted to SOSI  
6 after my coordinator contacted me. I met with other four  
7 interpreters, I believe, that worked in the Bay Area and we sat  
8 down together and we agreed on what would -- what would be the  
9 terms that we would be willing to sign a contract for.

10 **(General Counsel Exhibit Number 101 Marked for Identification)**

11 Q BY MR. LOPEZ: Okay. Would you please take a look at GC  
12 Exhibit 101.

13 A Yes.

14 Q Take a look at the second page.

15 A Yes.

16 Q Do you recognize that document?

17 A I do.

18 Q And is this the counterproposal that you submitted to  
19 Ms. Hatchette?

20 A I did.

21 Q Is this the first counterproposal?

22 A It is. I believe.

23 Q Okay.

24 MR. LOPEZ: Move to admit GC-101.

25 MR. ROBERTS: No objection.

1 JUDGE ROSAS: GC-101 is received.

2 **(General Counsel Exhibit Number 101 Received into Evidence)**

3 Q BY MR. LOPEZ: Okay. And when you were preparing your  
4 counterproposal and speaking to your other colleagues, how did  
5 you -- let's go back. Which colleagues did you speak to about  
6 your counterproposal?

7 A I spoke to interpreters from the Bay Area -- Romina Cruz,  
8 Patrice -- no, Patrice was no longer there -- Lisette  
9 Sanmarenno. I don't recall the other names but.

10 Q Okay. And did they work for SOSI?

11 A They did.

12 Q And did they also receive a request for quotation?

13 A They did.

14 Q Okay. And why did you -- why did you speak to those other  
15 -- those other interpreters?

16 A I -- I spoke to those interpreters because I wanted to  
17 see -- I think we all want -- well, we created a chat instead,  
18 in fact, in WhatsApp to kind of coordinate efforts to get a --  
19 get a good rate and that we would all agree. We will be  
20 stronger if we did the same, I think.

21 Q Okay. And did you share your request for proposal link  
22 with anyone, a request for quotation link? Sorry.

23 A So I think I'm getting a bit confused because my link I  
24 shared with only two people but my request for proposal -- for  
25 request for proposal of different rates, I drafted like an

1 email --

2 Q Okay.

3 A -- both times. One by myself and the second time with the  
4 other fellow interpreters. So the link I shared it with two  
5 people because when I was trying to print it, I couldn't. It  
6 was -- the format wasn't corresponding to the -- to the -- to  
7 the pages so I asked a friend to format it in a way to print it  
8 out and then I could delete parts of the contract that I  
9 wasn't -- I wasn't willing to agree to.

10 And then I had questions about how to go about deleting  
11 those areas so I forwarded my link that SOSI had provided me  
12 with to Hilda because I knew that she was in contact with the  
13 attorneys and they were providing assistance as to what to do  
14 with the penalty fees that I was really concerned with and. So  
15 I sent that to -- I think she -- she told -- later in the chat,  
16 she placed -- she put the parts of the contract and the  
17 attorney had marked --

18 MR. ROBERTS: Objection. Attorney --

19 MS. BRADLEY: Objection --

20 MR. ROBERTS: Attorney privilege.

21 MS. BRADLEY: Please don't testify as to any  
22 communications from attorneys.

23 THE WITNESS: Oh, okay. Sorry.

24 Q BY MR. LOPEZ: Okay. And so besides Hilda Estrada, you  
25 mentioned another individual. Who was that?

1 A So it was my friend that lives in Oakland that's no, not  
2 an interpreter, nothing related to SOSI, nothing. It's just  
3 he's good with computers so I asked him to format that document  
4 into a -- in a way that I could edit it and -- because I think  
5 it was like a PDF that I couldn't even edit. Yeah.

6 **(General Counsel Exhibit Number 100 Marked for Identification)**

7 Q BY MR. LOPEZ: Okay. Could you please take a look at GC  
8 Exhibit 100. Do you recognize that email?

9 A I do.

10 Q And who sent that email?

11 A I did.

12 Q Who did you send it to?

13 A To Jessica.

14 Q What -- what is Jessica's email?

15 A So she was responding to the DOJ email. I just -- she was  
16 using that email. But also she had a Jessica Hatchette email  
17 at SOSI or something.

18 Q So when you wrote to the DOJ ICE email, you understood  
19 that to be Jessica Hatchette?

20 A Yes.

21 Q Okay. And what is this email about?

22 A That I wasn't able to upload those documents that I was  
23 requested to upload in order to sign the contract.

24 Q Okay. And those -- what do you mean by those documents?

25 A It was the request for rate or request -- RFQ I think it's

1     called.  Yeah.

2     Q     And were you proposing different rates?

3     A     Yes.

4     Q     Do you recall what you were proposing?

5     A     I was just proposing the rates that we had initially  
6     negotiated -- the 425 a day and the 225 for half a day.

7     Q     And did Ms. Hatchette ever talk to you about how to go  
8     about uploading your request for quotation?

9     A     So Ms. Hatchette, when I tried to click on the link,  
10    called me back and she was very hostile and she started  
11    accusing me of breaching security and sharing links with  
12    hundreds of interpreters and she was saying that because of  
13    that I was in violation of some confidentiality that I -- that  
14    they would not renew my contract.  And I was just trying to  
15    explain to her -- first, when she asked me did you share the  
16    link and I was -- I was at work so I -- I was like, no, I don't  
17    think I -- oh, yeah, I did share I said later, I shared it with  
18    my friend that was printing and my and the fellow interpreter  
19    that I was -- I had questions about.

20           And I was trying to explain to her the difficulties I had  
21    with uploading the documents with the format of the documents  
22    and with the terms of the contract.  And after a long  
23    discussion she said, well, we'll look into it and we'll see  
24    what we'll do with your case because -- that's what she said.

25           MR. LOPEZ:  Move to admit GC Exhibit 100.

1 MR. ROBERTS: No objection.

2 JUDGE ROSAS: GC-100 is received.

3 **(General Counsel Exhibit Number 100 Received into Evidence)**

4 Q BY MR. LOPEZ: How long did that conversation last?

5 A Probably 30-40 minutes. Yeah.

6 **(General Counsel Exhibit Number 102 Marked for Identification)**

7 Q BY MR. LOPEZ: I'd like you to take a look at GC Exhibit  
8 102.

9 A Yes.

10 Q Please read it through. Do you recognize that document?

11 A Yes.

12 Q And do you recall whether this document was sent before  
13 your conversation with Jessica Hatchette?

14 A I don't recall which was before what. I don't recall.

15 Q Okay. But what is this, what is this email about?

16 A It's about interpreters sharing that link that they were  
17 to use to upload documents and it was a warning not to share  
18 the link with other people.

19 Q Okay. And at the time that you read this, did you think  
20 this had anything to do with the sharing of your request for  
21 quotation link?

22 A I thought it might. Yeah.

23 Q Okay.

24 A But honestly, in my view, I was sharing a document that  
25 was addressed to me with a friend and a person I knew so I



1 didn't think I have done anything wrong.

2 Q And what happened after your phone call with Jessica  
3 Hatchette?

4 A After my phone call, I still submitted a offer for -- a  
5 quote to Jessica by email. Since I couldn't upload the  
6 documents, I just sent her an email, this is my what I'm  
7 willing to sign a contract for, my rates and stuff.

8 MR. LOPEZ: Move to admit GC-102.

9 MR. ROBERTS: No objection.

10 JUDGE ROSAS: 102 is received.

11 **(General Counsel Exhibit Number 102 Received into Evidence)**

12 Q BY MR. LOPEZ: And the quotation that you admitted --  
13 how -- how did you -- how did you -- how did you submit that?

14 A The quotation was a short email addressed to Jessica.

15 Q Okay. Did you speak to anyone about -- about Jessica's --  
16 about your conversation with Jessica Hatchette?

17 A I called Hilda and I called my friend, Tomas. I confirmed  
18 with both of them that they hadn't shared this link with  
19 multiple people. Both of them denied that allegation. I was  
20 just -- because Jessica Hatchette made it sound like I had put  
21 their system in danger so I, you know, I wanted to make sure  
22 that I hadn't done anything like that inadvertently because I  
23 trusted people that I shared this link with. I just wanted  
24 assistance to complete with the bidding of the contract.

25 Q Okay. And --

1 A So, yeah, I confirmed with them that they hadn't -- they  
2 just had shared with -- well, that they hadn't shared it with  
3 hundreds of people like she claimed. Yeah.

4 Q Okay. And just to be clear here. Tomas is the --

5 A Tomas is my friend that's computer savvy and I was  
6 formatting my -- my document into a I think a Word format so I  
7 could edit the parts that I wasn't agreeing with. Yeah.

8 **(General Counsel Exhibit Number 103 Marked for Identification)**

9 Q BY MR. LOPEZ: Would you please take a look at GC Exhibit  
10 103.

11 A Yes.

12 Q Do you recognize that document?

13 A I do.

14 Q And what is it?

15 A It's an email from Jessica Hatchette to myself.

16 Q Okay. And when was it sent?

17 A September 13th of -- I'm sorry.

18 Q Sorry.

19 A September 27th of 2016.

20 Q So that -- that's -- that shows you forwarded that to  
21 Hilda.

22 A Yes. Yes, sir.

23 Q Do you recall when that was -- when the actual body of the  
24 email was sent to you?

25 A Yeah, on September 27th of 2016.

1 Q So you forwarded it to Hilda that same day?

2 A Yeah.

3 Q And what is this email about?

4 A Uh. Well, actually, let me just correct that. I don't  
5 know that it's the same day. It might -- might've been but I  
6 don't remember the day I received this email. But this email  
7 basically is saying that they will not renew -- they would not  
8 renew my contract because I had breached or violated some  
9 like -- that I had improperly forwarded that link to other  
10 parties. That's what it says.

11 Q Okay. Did anyone from SOSI ever give you any other reason  
12 for cancelling your contract extension?

13 A No.

14 Q And had your contract expired at the time that she  
15 cancelled this contract?

16 A My contract was to expire on -- in September 30th, I  
17 believe.

18 Q Okay. Did you have any pending assignments at that time?

19 A I don't believe so.

20 Q And did anyone from SOSI ever tell you that you had shared  
21 someone else's personal information?

22 A No.

23 Q Would you please take a look at GC --

24 MR. LOPEZ: Oh, move to admit GC-103.

25 MR. ROBERTS: No objection.

1 JUDGE ROSAS: 103 is received.

2 **(General Counsel Exhibit Number 103 Received into Evidence)**

3 **(General Counsel Exhibit Number 104 Marked for Identification)**

4 Q BY MR. LOPEZ: Please take a look at GC Exhibit 104.

5 A I see it.

6 Q Okay. Do you recognize that letter?

7 A I do.

8 Q And what is this?

9 A It's a letter that I received both by mail and by email  
10 from a law firm, Akin Gump, stating that I had shared a link  
11 when I shouldn't have and that they wanted me to talk to them  
12 and make a statement about this incidence, that they were  
13 investigating this and that they were, potentially, looking at  
14 suing me for this.

15 Q Okay, and does this -- does this letter ask you to tell --  
16 tell them who you sent the link to?

17 A Let me just --

18 MR. LOPEZ: I'll retract that, Your Honor.

19 Move to admit GC Exhibit 104.

20 MR. ROBERTS: No objection.

21 JUDGE ROSAS: 104 is received.

22 **(General Counsel Exhibit Number 104 Received into Evidence)**

23 Q BY MR. LOPEZ: And what did you do with this letter,  
24 GC-104?

25 A I forwarded it to my attorney.

1 Q Now besides this cancellation of your contract for sharing  
2 the link, had you ever been disciplined by SOSI for any  
3 performance reasons?

4 A No.

5 Q And after your contract was terminated, did anyone from  
6 SOSI reach out to you?

7 A They did.

8 **(General Counsel Exhibit Number 105 Marked for Identification)**

9 Q BY MR. LOPEZ: Okay. Could you please take a look at GC  
10 Exhibit 105. Look at the second page of GC Exhibit 105. Who  
11 is that from?

12 A That was from my coordinator, Ashley Ferraro -- Ashley  
13 Ferro. Sorry.

14 Q Okay. And what is that email about?

15 A That email is she's stating that I'm one of the most  
16 reliable interpreters in San Francisco and that she would like  
17 to offer continue working with me and offer a new local rate of  
18 \$35 an hour with a four-hour minimum.

19 Q Okay. And when was that email sent?

20 A That was sent on October 11th of 2016.

21 Q Was that after your contract had been cancelled?

22 A Yes.

23 Q Okay. And can you take a look at the first page?

24 A Yes.

25 Q And what is that?

1 A This was my response that I sent back to Ashley that I had  
2 proposed a different rate to her.

3 Q Okay.

4 MR. LOPEZ: Move to admit GC Exhibit 105.

5 MR. ROBERTS: No objection.

6 JUDGE ROSAS: 105 is received.

7 **(General Counsel Exhibit Number 105 Received into Evidence)**

8 Q BY MR. LOPEZ: Okay. And prior to sending your response  
9 to Ms. Ferro between October 11th and October 13th, did you  
10 speak -- did you discuss Ms. Ferro's offer with anyone else?

11 A I had a meeting with interpreters from San Francisco that  
12 worked at the E.O.I.R. and we agreed to submit this rates that  
13 are reflected on this email.

14 Q Okay. And who are those interpreters?

15 A So to my recollection Romina Cruz, Lisette Sanmareno and  
16 there were others, the interpreters, but I don't recall their  
17 names now.

18 Q Okay.

19 A Some of them were not present or on the phone, too. Yeah.

20 Q And have they also received similar offers?

21 A Yes.

22 Q Did you all agree to submit the same terms?

23 A Yes, we did.

24 Q And did Ms. Ferro respond to -- to your email with your  
25 terms?

1 A She didn't.

2 Q Okay. Did you contact Ms. Ferro?

3 A I did.

4 Q Okay. And what did she say?

5 A Ms. Ferro said something in the lines of you guys  
6 submitted almost the same rate as last year and that's not  
7 something SOSI is willing to go forward with.

8 Q Okay. Did she explain who you guys were?

9 A No, she didn't.

10 Q Okay. Did you understand that her colleagues had also  
11 submitted the same offer?

12 A Yes.

13 Q And how do you know that?

14 A Because we had created a WhatsApp chat with my colleagues  
15 from San Francisco, and we were often in touch, and say, hey,  
16 did you guys receive a response from that proposal, or, so did  
17 you guys send that? So we all knew that we had submitted that  
18 and that we hadn't heard back from her or anybody in SOSI.

19 Q Did Ms. Ferro say anything else?

20 A Oh, yeah. She said -- she said -- well, I tried to  
21 explain to Ms. Ferro the same thing that I explained to  
22 Ms. Hatchette that as a certified interpreter, your rate is \$60  
23 an hour, and anything less than that in the Bay Area is very  
24 difficult to -- I mean, I'm -- Stanford is paying me for --  
25 almost \$40 an hour for eight-hour shifts. It's not -- this is

1 not something I'm going to agree with, and it's not something  
2 that we can work out.

3 And she said to me, well, you could just sign the  
4 contract, and whenever you don't have work, you could just work  
5 with us. And that -- she wasn't getting my point, so I just  
6 said -- you know, the conversation ended and -- it ended  
7 shortly after.

8 Q Please take a look at GC Exhibit 106. And the last page  
9 of this document includes a translation that Respondent counsel  
10 and General Counsel have agreed is accurate to the  
11 Spanish-language message.

12 A Okay.

13 Q If you could go to the last page of that email?

14 A Yes.

15 Q Well, I guess let's go back to the first page. Sorry.

16 A Sure.

17 Q All right. Who sent this email?

18 A It was -- it was sent through -- through -- an Indeed  
19 link, but it was somebody that worked for SOSI, yeah.

20 Q Okay. And had you ever spoken to the person before?

21 A No.

22 Q Okay. And if we go back to the last page, now, what was  
23 this email about?

24 A It was about them trying to recruit more interpreters,  
25 Spanish interpreters, to work for Immigration Court. I



1     guess -- telling me to call them, to make a phone interview,  
2     basically.

3     Q     Okay. And when was this email -- or this Indeed message  
4     sent?

5     A     July 31st, 2017.

6     Q     Can you turn to GC-106?

7           MR. ROBERTS: Well, I mean -- I agree the last page is we  
8     stipulated it's an accurate interpretation, but I don't know  
9     what the first -- they're all in Spanish. Are you offering  
10    the --

11          JUDGE ROSAS: Do you want to voir dire the witness as to  
12    what's on the first two pages?

13          MR. LOPEZ: So --

14          MR. ROBERTS: Well, I just really want to know what's  
15    being offered for. Just the last page, or is it --

16          MR. LOPEZ: So the entire document is being offered, but  
17    the last page reflects the only part of the message that is not  
18    in English, which is the first page.

19          MR. ROBERTS: (Spanish spoken) -- I don't speak Spanish,  
20    but the first page --

21          THE WITNESS: Yeah. It says --

22          JUDGE ROSAS: The bottom of the first page to the first  
23    four or so lines of the second page is what's interpreted? Is  
24    that it?

25          MR. ROBERTS: Is that -- oh, is that the part that --

1 JUDGE ROSAS: Or translated. Translated.

2 MR. LOPEZ: From (Spanish spoken) -- which we can  
3 understand (Spanish spoken) -- to (Spanish spoken); that is  
4 translated from --

5 MR. ROBERTS: Okay.

6 MR. LOPEZ: -- "Hello" to "Have a nice evening."

7 MR. ROBERTS: Okay. Since it was on the last page, I  
8 didn't know what the translation --

9 MR. LOPEZ: I understand.

10 MR. ROBERTS: -- related to. But you're saying that's the  
11 Spanish part on the first and second --

12 MR. LOPEZ: So the last page reflects the only parts of  
13 the actual message that are not in English.

14 MR. LOPEZ: No objection, then.

15 JUDGE ROSAS: Okay. General Counsel's 106 is received.

16 **(General Counsel Exhibit Number 106 Received into Evidence)**

17 Q BY MR. LOPEZ: And at the time you entered into the  
18 contract with SOSI, did you believe you were an independent  
19 contractor?

20 A I did.

21 Q And did you continue to believe that while you worked for  
22 SOSI?

23 A It -- it became more like my relationship with my employee  
24 Stanford, you know? My employer, sorry.

25 Q And --

1 A Like, as an employee.

2 Q -- how was that?

3 A Because often, there were last minute changes like I  
4 experienced at my -- with my employment at Stanford, or either  
5 late-night communications or early mornings, or last-minute  
6 things that I have to cover. Things that I often don't do for  
7 other independent contractors -- agencies, you know.

8 Q Did you typically receive memos on how to dress from other  
9 independent contract agencies?

10 A No, I don't. I have those -- you know, like, Stanford  
11 often sends me dress code memos, and I'm an employee with them,  
12 so that's similar in that sense to --

13 Q And in other independent contractor -- or interpreter  
14 agencies where you were an independent contractor, could you  
15 take breaks?

16 A Yes. In fact, I -- we -- when I have simultaneous  
17 interpreting, I -- after one hour of interpretation, I often --  
18 I request to have either a team or a break, yeah.

19 Q And if you received an offer from another interpreting  
20 agency as an independent contractor, were you permitted to  
21 share that contract?

22 A If I receive an offer with another agency?

23 Q Could you share that offer to others?

24 A Yeah. Yeah, I don't see why not. I don't -- I've never  
25 run into that situation, so --

1 Q Have you ever been told not to share your offer?

2 A No.

3 MR. LOPEZ: No further questions, Your Honor.

4 JUDGE ROSAS: Charging party?

5 MS. BRADLEY: Just one moment, Your Honor.

6 JUDGE ROSAS: Sure.

7 MS. BRADLEY: No questions of this witness, Your Honor.

8 JUDGE ROSAS: Okay.

9 Cross-examination?

10 MR. ROBERTS: Any affidavits or -- and also the production  
11 on the subpoena.

12 JUDGE ROSAS: Okay. Let's go off the record.

13 (Off the record at 10:54 a.m.)

14 **CROSS-EXAMINATION**

15 Q BY MR. ROBERTS: Good morning, Ms. Espinoza. How are you?

16 A Good morning.

17 Q I want to start with the -- kind of from the back of  
18 the -- or the end of your testimony with the last events. I  
19 want to make sure the chronology's right. So I know, then,  
20 your original contract was expiring the end of August of 2016,  
21 correct?

22 A Yes.

23 Q And sometime in late August, mid to late August, you  
24 received a -- or sometime -- was it a modification or proposed  
25 extension of 30 days?

1 A That's correct.

2 Q All right. And you signed that, no issues. It was  
3 essentially just extending your existing terms for another 30  
4 days, correct?

5 A Yes. It was -- the format was pretty easy. It was, like,  
6 one page, and I just had to sign it.

7 Q Okay. And we haven't had much testimony, but there's a  
8 system called Egnyte; it's E-G-N-Y-T-E. Are you familiar with  
9 that?

10 A Not particularly familiar, but I think I've seen it.

11 Q Okay. In terms of how you would communicate things, there  
12 was sort of -- I won't call it a mailbox, but it was a link or  
13 an online system for submitting and uploading and downloading  
14 documents, correct?

15 A Yes.

16 Q Okay. And a lot of these documents would come from an  
17 email address, saying DOJ -- it may have an extension on it,  
18 but it was from the Department of Justice, correct?

19 A I think the address was DOJ@SOSI, yes.

20 Q Okay. So the modification, there was no issue with that.  
21 But then you got a RFQ, or request for quote, correct?

22 A Yes.

23 Q And that, I believe, the date of that looks like Monday,  
24 September 12th. This is General Counsel's Exhibit 99, if you  
25 need to look at it.

1 A No, I'm familiar.

2 Q All right.

3 A I know what you're talking about.

4 Q And it looks like they shared it with you. It says, I've  
5 shared a folder with you, and then it says request for  
6 quotation.

7 A Yes.

8 Q And that's what -- that's when -- September 12th is when  
9 you received that, correct?

10 A Yes.

11 Q Okay. And then you sent an email back indicating on  
12 September 14th that you did not receive attachment B. You know  
13 what attachment B was?

14 A So they were telling -- I think -- because I think  
15 somewhere in that link, it says, please click on attachment B  
16 to sign. And so I couldn't find it in the -- in that link.

17 Q Okay. And is that when you first called Jessica  
18 Hatchette?

19 A First I emailed her --

20 Q Okay.

21 A -- to obtain clarification, and I called her to get more  
22 clarification because -- I think -- or I think somebody told --  
23 I don't know who it was, Jessica or somebody else told me how  
24 to get to attachment B. I finally was able to open it. But  
25 once I opened it, I had more questions about the terms and the

1 contract itself. So I called Jessica then.

2 MR. LOPEZ: I'm sorry, Your Honor. I just wanted to give  
3 you these documents. They were in our printer also,  
4 Ms. Espinoza.

5 Q BY MR. ROBERTS: Okay. So -- but what was submitted to  
6 you in General Counsel's Exhibit 99, "I shared a folder with  
7 you," am I correct that there was a copy of an actual  
8 independent contractor agreement --

9 A Yes.

10 Q -- that was different than the one that you had signed  
11 previously?

12 A Yes, it was. Yeah.

13 Q Okay. And then on the face of it, it's saying that you're  
14 supposed to submit a quote with regard to the rate structure,  
15 correct?

16 A Yes.

17 Q And I know that it says that -- they're telling you on the  
18 second page that it has to be in hourly rate, and then  
19 somewhere -- it's not on this second page, but you said that  
20 somewhere there was a reference to \$35 an hour?

21 A Yes, it is on that second page. It says -- on the second  
22 limitation, it says "No half days or full days, and  
23 additionally, no more than the maximum allowed." And the  
24 maximum allowed per the link was \$35 an hour.

25 Q But that 35 was on something other than -- it was on --

1 A Prorated.

2 Q Was it on attachment B?

3 A I think it was on attachment B, yeah.

4 Q Okay. So your first conversation with Jessica Hatchette,  
5 how long after you sent -- you sent an email saying you could  
6 not read attachment B, and that was dated September 14th.

7 A Right.

8 Q Had you talked to Jessica prior to that time, or was it  
9 your first --

10 A I think -- no, I spoke to her after that.

11 Q Okay. So how long after September -- after this email --

12 A Maybe the same day or the day after.

13 Q Okay. Within --

14 A Within the same week.

15 Q Probably within 24 hours, then?

16 A Probably.

17 Q Okay. And you called her; is that correct?

18 A I called her, yeah.

19 Q Okay. And at that point, you'd -- had you successfully --  
20 you had successfully opened attachment B or not?

21 A I think I had opened the attachment B, but then I had more  
22 questions about the contract itself.

23 Q So just so that I'm clear, the first conversation with  
24 Ms. Hatchette, the purpose was to discuss the questions you had  
25 about the contract or concerns you had about the proposed



1 contract?

2 A Yes.

3 Q Not to discuss any issues with being able to open  
4 anything, or --

5 A Well, I -- my conversation -- I think that I also asked  
6 her how to -- because I -- when I opened the link and I tried  
7 to print it, I wasn't able to print it. And it think I said  
8 something like, I want to make amendments to what you sent me.  
9 She didn't -- she just said --

10 Q Well, just hold --

11 A Okay.

12 Q What I'm trying to say --

13 A Yeah.

14 Q Is this the first conversation with her? I'm talking  
15 strictly about the first conversation with her. You're saying  
16 that in addition to discussing your concerns, you also  
17 discussed problems with being able to open or print things?

18 A No, I -- sorry, I'm wrong. I just discussed about the  
19 terms with Jessica, yeah.

20 Q Okay.

21 A Yeah.

22 Q And that's when I believe you testified that you said,  
23 here in the Bay Area, I'm certified; I make \$60 an hour --

24 A Yeah.

25 Q -- with Stanford. Is that what you said?

1 A \$60 an hour with other agencies.

2 Q Okay.

3 A And Stanford as an employee, I make close to 40, but  
4 eight-hour shifts like a regular employee.

5 Q Okay. With Stanford, is that -- you're paid close to 40  
6 or at -- or actually 40?

7 A I think it's 38-something, 38.50 or something.

8 Q Are you saying that you're guaranteed eight hours a day at  
9 Stanford?

10 A Yeah.

11 Q Okay. Is that a full-time -- at that time, was that a  
12 full-time job?

13 A No, no. It's -- I'm an employee, but I make my own  
14 schedule.

15 Q Okay. And how at Stanford did you make your own schedule?

16 A I would tell them I'm only available on Saturday, and I  
17 would work with them on Saturday.

18 Q Okay, we'll get back to that in a little bit. But anyway,  
19 so your questions with Ms. Hatchette were -- I take it the rate  
20 was one question?

21 A Yes.

22 Q And another question had to do with the penalty that you  
23 described.

24 A Right.

25 Q Now, the prior contract had included at least a section

1     that could penalize you if you were late for an assignment,  
2     correct?

3     A     Yes.

4     Q     But this penalty was larger --

5     A     This penalty --

6     Q     -- than the one --

7     A     -- would mean that if I were to be late or for some reason  
8     not show up, I would have to pay out-of-pocket to work. It was  
9     outrageous.

10    Q     Were there other issues with the contract? I know you  
11    said there were some other provisions besides the penalty and  
12    the rate that you were concerned about or that you discussed  
13    with her.

14    A     There were other issues. At this time, I don't recall.

15    Q     Okay.

16    A     That contract was full of red flags for me.

17    Q     Okay. And during this first conversation with her, she --  
18    did she explain that SOSI had been losing money on its  
19    government contract?

20    A     Yeah.

21    Q     And that the rates that the interpreters had successfully  
22    negotiated, SOSI could no longer stand -- afford to pay those  
23    kind of rates going forward?

24    A     That's what she alleged.

25    Q     Okay. And --

1       A       I think I said to her, maybe you're underbidding your  
2       contract because this is what it costs to have a certified  
3       interpreter in a courtroom.

4       Q       But that conversation was strictly --

5       A       Over the phone.

6       Q       -- over the phone, and you ended that conversation  
7       without -- there was no further discussion of any kind of data  
8       breach or security breach or anything like that?

9       A       No, no. It was mainly her saying there's no negotiable  
10      (sic), this is what it is.

11      Q       Uh-huh.

12      A       Like, there's no negotiation. That was it.

13      Q       But despite that, you sent -- well, at some point, you  
14      sent a proposed counterproposal, if you will -- or actually, a  
15      response to the RFQ?

16      A       I did.

17      Q       And that's the General Counsel's 101, which is dated  
18      September the 19th.

19      A       I did.

20      Q       So your discussion with Ms. -- the discussion in which you  
21      talk -- in which she called you and told you that you --  
22      accused you of having committed some kind of security or data  
23      breach --

24      A       Yeah.

25      Q       -- occurred before or after you submitted your RFQ?

1 A Honestly, I don't -- it's -- I don't recall what occurred  
2 before and later. I --

3 Q Okay.

4 A I don't know the dates, so I couldn't tell you, honestly.

5 Q Well, in your affidavit to the -- you recall giving an  
6 affidavit to the --

7 A Yeah.

8 Q -- labor board, right?

9 A Yeah.

10 Q And I'm looking at page 3, line 16. You don't need -- I'm  
11 not asking you --

12 A Oh, okay.

13 Q -- to look at it. I'm just going to ask you a question  
14 about it. In this, you say -- and you've described the first  
15 conversation, and then you say, "A week later, in or around  
16 September 2016, I gathered together the documents that were  
17 required by SOSI to upload to their website."

18 A Right.

19 Q So does that refresh your memory as to how long after --

20 A Okay.

21 Q -- the first --

22 A So yeah, yeah. I think I tried to upload the link. Then  
23 she called me, accusing me of doing the data breach on the  
24 system. And then I submitted the quote on September 19th,  
25 yeah. I think so. I think that was the order.

1 Q So you submitted the quote after she had accused you of  
2 the security breach?

3 A Yes.

4 Q And when you were attempting to -- and --

5 A Because when I was attempting to upload the documents on  
6 the link, the link wasn't working.

7 Q Okay. And so you had the difficulties in uploading it.  
8 And within -- was it within minutes that she called you?

9 A Minutes, yeah.

10 Q And she was very specific that you had shared it more than  
11 300 times, correct?

12 A Yes.

13 Q Did she state how she knew that you had done that?

14 A She never -- she just said, I know that this has been  
15 opened on the east coast by other interpreters, and -- but she  
16 didn't state how, and I wouldn't -- I didn't ask.

17 Q Did she indicate that she was able to monitor on her  
18 computer and see precisely when links were opened and shared?

19 A No.

20 Q Okay. And when you had -- and I believe you said when she  
21 asked you whether you had shared it, you first said no,  
22 correct?

23 A Yes.

24 Q And then you changed it and said that you'd shared it with  
25 two people --

1 Q Yes. Yes.

2 Q -- one of whom was a friend.

3 A Yes.

4 Q You did not identify either of those to here, though, did  
5 you?

6 A I mentioned that it was one interpreter that I -- I don't  
7 recall if I mentioned her name in that conversation.

8 Q Uh-huh.

9 A But I mentioned it was a friend that worked at the  
10 University, and he had abilities with computers and that kind  
11 of stuff.

12 Q Okay. And then --

13 A I'm not sure if I said the names of those people. And I  
14 don't know if she asked for specific names, then.

15 Q All right. And so she told you -- that conversation ended  
16 with her telling you that -- did she indicate that your  
17 contract status was in doubt and that she would get back to  
18 you?

19 A Correct.

20 Q But you're saying that this email that you sent on the  
21 19th of September was sent -- in which you submitted an RFQ was  
22 sent after that conversation? That's your best recollection?

23 A Yeah, that's my best recollection.

24 Q Okay. Now, so the email that you got in which she told  
25 you that your --

1 A That my contract was not extended was September 27th.

2 Q 27th, right. And so at that point, you only had three  
3 days left on the agreement anyway, right?

4 A Yes.

5 Q And you -- I believe you testified you had no pending  
6 assignments at the moment?

7 A Correct.

8 Q Okay. Now later, you -- there's the exhibits in which  
9 Ashley Ferro -- and she was a -- was she a recruiter or a  
10 regional coordinator?

11 A She was the coordinator in the -- San Francisco.

12 Q Okay. And you had worked for her --

13 A Yes.

14 Q -- for quite a while?

15 A Yes.

16 Q Okay. And --

17 A She was my immediate supervisor who -- yeah.

18 Q And in your conversation -- I mean, I know she sent you --  
19 basically indicating that she considered you one of her better  
20 interpreters, that she'd made that known, and that she wanted  
21 to be able to work something out with you, correct?

22 A Yes.

23 Q Okay. And at some point, the two of you had a  
24 conversation over the phone?

25 A We did.



1 Q Okay. And I'm not sure I caught all of it, but what --  
2 who initiated that? Did you initiate it, or did she initiate  
3 it?

4 A I called her.

5 Q Okay. And your purpose in calling her was what?

6 A To get an update on the negotiation that we were -- that I  
7 had -- that she started and that I continued.

8 Q Okay. And what -- you had originally offered -- your  
9 original offer had been the same terms as you had previously  
10 signed on to, correct?

11 A The --

12 Q Your original offer when you submitted an RFQ was for the  
13 same terms that preexisted?

14 A Yes.

15 Q But in this -- in the process of communicating with  
16 Ms. Ferro, you reduced --

17 A Five dollars.

18 Q -- your offer by five dollars --

19 Q Uh-huh.

20 A -- so that instead of -- well, five dollars an hour, which  
21 would be --

22 A No, it was -- instead of 4.25, it was 4.20, I think.

23 Q Okay.

24 A And then for -- instead of 2.25., it was 2.20, I believe.

25 Q And when you spoke to her, and you said she referenced

1 "you guys," I believe is how you said it --

2 A Uh-huh.

3 Q -- did she indicate that what you had submitted -- and  
4 perhaps others, "you guys," had submitted was only five dollars  
5 less than what had been agreed to back in the previous year?

6 A Yes.

7 Q And that was something SOSI simply could not -- no longer  
8 accept, correct?

9 A Correct.

10 Q And was that -- at that point, was it clear to you that  
11 you guys were not going to come to an agreement?

12 A It was not -- I mean, after I explained the reasons why  
13 interpreters need more money, and she kept insisting, I  
14 thought, well, this is not going to go anywhere. But at the  
15 same time, they were offering me even -- a bigger rate for  
16 travel, so I was confused by that because if I were to go to  
17 LA, I'd get more money than staying in San Francisco. So if  
18 SOSI can't afford to pay the local interpreters that rate, my  
19 confusion was so why -- how come you are paying me more to go  
20 to a different area, you know? It -- so it made me think that  
21 the money was not the issue.

22 Q Okay. But when --

23 A So the --

24 Q -- when you said that you couldn't -- you couldn't accept  
25 the rates that they were offering --

1 A Uh-huh.

2 Q -- she -- her statement to you, as I understand it, was  
3 that, well, just work -- take it when you don't have something  
4 else.

5 A Right, right.

6 Q Okay.

7 A But I -- that was not something I would agree to because  
8 like I stated before, other people are paying me much more, you  
9 know?

10 Q Okay. Well, let's talk about that. Who -- well, before I  
11 get to that, was that -- once you had that one last  
12 conversation with Ms. Ferro --

13 A Uh-huh.

14 Q -- there were no further negotiations by either you --

15 A No.

16 Q -- or SOSI?

17 A Well, SOSI kept emailing me, honestly, at least once a  
18 month, about recruiting opportunities with SOSI and stuff. But  
19 I didn't see the point of resubmitting quotes when -- I mean, I  
20 was hitting a wall, a brick wall.

21 Q Okay. All right. So when you -- so in October when these  
22 discussions -- or November, whenever it was --

23 A Okay.

24 Q -- the discussions were going on, you were no longer  
25 performing any work for SOSI at that time, correct?

1 A Correct.

2 Q And so what interpreting work were you doing during that  
3 time period of October, November?

4 A So as soon as I heard from --

5 MR. LOPEZ: It's outside of the scope, Your Honor.

6 MR. ROBERTS: No, you asked her about the --

7 JUDGE ROSAS: We've all gone into this post-incident time  
8 period, so I'll allow some leeway. I'm not sure where any of  
9 that stuff's going to go, but we've already opened that door --

10 MR. LOPEZ: But all of our stuff was limited --

11 JUDGE ROSAS: What's that?

12 MR. LOPEZ: All of our stuff was limited to SOSI's  
13 communications with her. There's no -- that would be a  
14 compliance hearing as to what her other work was at the time.

15 JUDGE ROSAS: No, you opened the door. You opened the  
16 door, so I'll allow some leeway. Let's see where it's going.

17 Q BY MR. ROBERTS: Okay. So what were you doing from an  
18 interpreting standpoint during that time period?

19 A So like I said before, I always had -- I have always been  
20 employed by Stanford and I make my own hours with them. So  
21 I -- I went back to working with them, but I offered them more  
22 hours. And I -- mainly, I worked with them, I think. I did  
23 some -- I did some contract work with a law firm I had been  
24 working previously, too. Yeah. Yeah.

25 Q What -- and I'm no longer referring to just October,

1 November, but what agencies -- you said you had told SOSI that  
2 you had agencies that paid you \$60 an hour.

3 A Oh, yeah.

4 Q What agencies were paying you \$60?

5 A Oh, sure, sure. Well, ProCare, Excel, AccessOnTime,  
6 Fluent. I mean, any agency would pay me more than \$60 an hour  
7 because that's the rate for a certified interpreter.

8 Q Okay. And so you had even -- even while you were working  
9 at SOSI, you continued to work for -- or perform work for these  
10 other agencies, correct?

11 A Minimally. If you see the invoices that I've submitted  
12 during that time period, you'll see maybe four or five  
13 invoices. And in my tax return, you'll see also that the  
14 only -- mainly the independent work that I've done through the  
15 year of 2015 was with SOSI or the law firm. I really didn't do  
16 much agency interpreter until end of September of 2015.

17 Q Well, let me just show you your -- what I've marked as  
18 Respondent's Exhibit 7, which appear to be the 2015 --

19 A Uh-huh.

20 Q -- documents you provided.

21 A Oh, this is 2015, but I was working with SOSI in 2016.  
22 Sorry.

23 Q Right, yeah. But this is your 2015 when you were working  
24 at Lionbridge, correct?

25 A Yes.

1 Q And what other agencies -- if you could just tell us, what  
2 other agencies you were working with during that time period?

3 A Oh, sure. NMC, Pacific Interpreters. So Fluent is part  
4 of Pacific Interpreters, sorry. The --

5 Q I'm sorry. What?

6 A Fluent, the one agency I mentioned previously, is part of  
7 Pacific Interpreters. Some agencies have different names,  
8 but -- or somebody pays you and somebody else gives you the  
9 assignments, so it's difficult to keep track.

10 Q Okay. And have you identified all the different agencies  
11 that you worked with --

12 A Mainly. So --

13 Q -- in 2015?

14 A So Lionbridge, NMC, Pacific Interpreters, yeah.

15 Q Okay.

16 MR. ROBERTS: And I'd offer Respondent's Exhibit 7.

17 MR. LOPEZ: Your Honor, I believe this is outside of the  
18 scope, as well, or irrelevant because it's before she started  
19 working for SOSI.

20 MR. ROBERTS: We've offered the others, the 2016 --

21 JUDGE ROSAS: Yeah. I mean --

22 MS. BRADLEY: The other interpreters began working for  
23 SOSI in the tax year 2015.

24 MR. LOPEZ: She started working in 2016.

25 MR. ROBERTS: Well, it's still relevant. It's showing the

1 course of being an interpreter. I mean, it's -- we limited it  
2 to a narrow time period. I think it's admissible.

3 JUDGE ROSAS: I'm not going to parse it on that  
4 distinction. I'll receive it. Maybe you're right as far as  
5 the relevance is concerned, but I'm not going to exclude it.  
6 So I'm going to include it in the record. Overruled.

7 **(Respondent Exhibit Number 7 Received into Evidence)**

8 THE WITNESS: I think that what's missing of 2015 is the  
9 law firm work. And I -- oh, no, it's here. It's here. Okay.  
10 It appeared -- maybe not. I was working at the time with an  
11 immigration firm to -- so anyway.

12 Q BY MR. ROBERTS: Okay. So it is in there, then, the law  
13 firm work?

14 A No, it's not, for some reason. But I can make sure you  
15 receive it.

16 Q So you will --

17 A Yes.

18 Q -- make efforts to provide that, then?

19 A Yeah, yeah.

20 Q Okay. All right. And I'm going to show you what I've  
21 marked as Respondent's Exhibit 8, which is 2016. And are those  
22 your tax records for 2016?

23 A That's correct.

24 Q And apart from SOSI, what other agencies did you perform  
25 work for in 2016?

1       A     So AccessOnTime, Excel Interpreting, Fluent. Some of them  
2       are not -- they didn't provide me with W-9s, because agencies  
3       usually, when you have less than \$600, they don't even bother  
4       with sending you a W-9. It was -- like I stated before, I  
5       worked with them minimally because I was mainly working with  
6       SOSI, the law firm, and Stanford.

7           MR. ROBERTS: All right. I would offer Respondent's  
8       Exhibit 8.

9           MR. LOPEZ: No objection.

10          MS. BRADLEY: No objection.

11          JUDGE ROSAS: Respondent's 8 is received.

12       **(Respondent Exhibit Number 8 Received into Evidence)**

13       Q     BY MR. ROBERTS: And I'm going to show you what I've  
14       marked as Respondent's Exhibit 9. Can you identify that  
15       document?

16       A     Yeah, this is my resume.

17       Q     And does it accurately reflect your history or your  
18       experience in terms of interpreting and other experience you  
19       may have?

20       A     Yes.

21       Q     Okay.

22           MR. ROBERTS: I would offer Respondent's Exhibit 9.

23           MR. LOPEZ: No objection.

24           MS. BRADLEY: No objection.

25          JUDGE ROSAS: Respondent's 9 is received.



1       **(Respondent Exhibit Number 9 Received into Evidence)**

2       Q     BY MR. ROBERTS: I'll show you what I've marked as  
3       Respondent's Exhibit 10. Can you identify that document?

4       A     It's my LinkedIn account.

5       Q     And you provided that pursuant to our subpoena?

6       A     Yes.

7       Q     And LinkedIn -- what is LinkedIn?

8       A     LinkedIn is a website where you can upload your profile,  
9       and you put your work experience and your education and stuff  
10      so that you can -- that people can -- if they need an  
11      interpreter or whatever your specialty is, that they can --  
12      they can find you.

13      Q     Well, your purpose is to use that for business purposes,  
14      correct?

15      A     Yeah, for business, I guess. Yeah.

16           MR. ROBERTS: I'd offer Respondent's -- what was the  
17      number? 10.

18           MR. LOPEZ: No objection.

19           MS. BRADLEY: No objection.

20           JUDGE ROSAS: Respondent's 19 is received.

21       **(Respondent Exhibit Number 10 Received into Evidence)**

22      Q     BY MR. ROBERTS: Now, you testified that you -- I believe  
23      you're from Argentina, or you were an attorney in Argentina?

24      A     Yeah.

25      Q     So you have a law degree from down in Argentina, correct?

1 A Yes. And I have a postgraduate here in Berkeley, too.

2 Q And that's an LLM; is that correct?

3 A Yes.

4 Q Is that a Master's?

5 A Yes.

6 Q And did you have any particular field of study in that  
7 Master's?

8 A Public law.

9 Q Public law?

10 A Public law, uh-huh.

11 Q Okay, I'm sorry. I didn't hear it.

12 JUDGE ROSAS: Public law?

13 THE WITNESS: Yes.

14 Q BY MR. ROBERTS: And when did you get -- I'm sure it's on  
15 your resume, but when did you get your --

16 A I completed that course in August of -- this year,  
17 actually, yeah, '17.

18 Q In fact, you indicated that while you were working for  
19 SOSI that sometimes there were times when you were taking  
20 online courses and your work for SOSI would decline to some  
21 degree during that time period; is that correct?

22 MS. BRADLEY: Objection. Mischaracterizes prior  
23 testimony.

24 MR. ROBERTS: Well, I'll rephrase it.

25 Q BY MR. ROBERTS: Were there times when you were taking

1 online courses when you reduced your hours of availability for  
2 SOSI?

3 A I did that in June and part of July.

4 Q Okay. So would you agree that throughout your time with  
5 SOSI, you had the ability to make yourself more or less  
6 available depending upon your own personal preference, correct?

7 A Yes.

8 Q Okay. And there was nothing that required you to take any  
9 specific number of cases or limited the number that you could  
10 seek to take?

11 A No.

12 Q Okay. And in fact, were there times when you had other --  
13 you mentioned that you had some agencies that pay \$60 an hour,  
14 which on an hourly basis that was greater than the rate that  
15 SOSI was paying, correct?

16 A Uh-huh, yes.

17 Q And were there times when you chose to take work from  
18 those agencies in lieu of taking work from SOSI?

19 A No. As you can -- I think I submitted the invoices that I  
20 have from the time period that I was working with SOSI, and  
21 those were -- I'm sorry, and I printed those last. But there  
22 were only four or five invoices from that time period, and it  
23 was mainly days that I was available on last-minute things.  
24 Like, hey, can you go here at 2 p.m., and I was free; sure, I  
25 would take it.

1 Q This is with SOSI?

2 A No, with other agencies that you're referring to.

3 Q Okay. Okay, but you also said with SOSI that --

4 A The same thing happened, yes.

5 Q Yeah. And one -- you said one of the reasons that you --  
6 you had testified that you originally thought you were an  
7 independent contractor --

8 A Yes.

9 Q -- with SOSI, and -- but that at some point, you  
10 started -- you began to change your opinion. And one of the  
11 things you said that caused you to change your opinion was that  
12 there were more and more late and last-minute calls, or late  
13 night calls, asking you to help out?

14 A Well, I don't -- I don't receive, like, last call -- like,  
15 late at night calls from anybody else, because I -- I don't  
16 like them. I mean, maybe it's the time difference. I don't  
17 why they did that. These agencies usually emailed me, like,  
18 throughout the day, that we have an appointment in Hercules,  
19 can you cover it? And I would email them back, I can. That's  
20 it.

21 Q This is the other agency?

22 A The other agencies.

23 Q Okay. But with SOSI, you always -- even when they would  
24 call you, the choice was always yours whether to take the work  
25 or not, right?

1 A The choice was mine, yes.

2 Q Okay. And I believe you testified that you did it because  
3 they seemed desperate and you were trying to help them out.

4 A Yes.

5 Q But there was no obligation on your part to help them out.  
6 That was a personal choice you made, correct?

7 A Yes.

8 Q Okay. Just one or two more questions.

9 A Sure.

10 Q You mentioned the -- in your direct examination that when  
11 you were first seeking work with SOSI that an issue came up  
12 about having been disqualified while you were at Lionbridge,  
13 right?

14 A Yes.

15 Q And the disqualification at Lionbridge, how -- when did  
16 that occur, roughly?

17 A I believe it was August of 2015. I finished a case, I  
18 turned in my -- my court form to the clerk, and she said that I  
19 should have checked with the clerk, and that's why they  
20 disqualified me.

21 Q You left without getting authorization from the court to  
22 leave?

23 A Yes.

24 Q And you understood even at -- both at Lionbridge and SOSI  
25 that that was a requirement?

1 A Lionbridge, they were a lot less strict about this window  
2 requirement than SOSI.

3 Q Okay. But you were, in fact, at least temporarily  
4 disqualified because of that?

5 A Yes.

6 Q Okay. And how were you notified of that disqualification?

7 A I received an email, I think, from Lionbridge.

8 Q Okay. And did they explain why you had been --

9 A Yes.

10 Q Okay. And did you discuss that with anyone?

11 A I discussed that with somebody in Lionbridge. They told  
12 me to submit an email explaining why I had left, and that my  
13 daughter had pneumonia. And I did that, and they told me, oh,  
14 it's fine, you can be readmitted, or something like that.

15 Q Did they indicate that it was the court that had  
16 disqualified you, or E.O.I.R.?

17 A I think it was the staff interpreter, honestly --

18 Q Okay.

19 A -- that wanted relief from his hearing.

20 Q Okay. So the -- and you mentioned the staff interpreters.  
21 Those were employees of the court system, correct?

22 A Yes.

23 Q And did they exercise some kind of supervisory  
24 responsibility?

25 A Yes.

1 Q In what way?

2 A Well, for example, I finished a case, I would check with  
3 the window, and they said -- and the clerk would check with the  
4 Spanish interpreter whether I needed to go somewhere else.

5 Q You mean a staff interpreter?

6 A The clerk would check -- would call the staff interpreter  
7 and check, do you want Ms. Espinoza to go somewhere else? And  
8 then the interpreter would then decide, oh, yeah, I need  
9 relief, tell her to come to this courtroom, I'll take a break  
10 and she can cover the rest of the afternoon.

11 Q And this was the staff interpreter for the court, correct?

12 A Yes.

13 Q Okay. And that was at Lionbridge, that particular  
14 disqualification --

15 A Yes.

16 Q -- but what made you think that it was the staff  
17 interpreter that kind of --

18 A Oh, because I think a Lionbridge employee mentioned that,  
19 that --

20 Q Okay.

21 A Yeah.

22 Q All right. And I know at SOSI, you were never  
23 disqualified, but did the staff interpreters continue -- the  
24 court staff interpreters continue to exercise the same kind  
25 of --

1 A Yeah. I would think -- yeah, I -- it would be the same,  
2 that whenever they need relief, we often covered their shifts,  
3 yeah.

4 Q But that was at their direction, correct?

5 A Yes. But it also happened, like, a few times where I  
6 would finish my shift, and they -- and I would receive a call  
7 from the coordinator, oh, there's a no-show in this courtroom,  
8 please go and assist the judge, you know. Or she would email  
9 me during the hearing and say, hey, if you're early, please --  
10 that kind of stuff.

11 MR. ROBERTS: I don't have any other questions.

12 JUDGE ROSAS: Any redirect?

13 **REDIRECT EXAMINATION**

14 Q BY MR. LOPEZ: Ms. Espinoza, can you take a look at  
15 Respondent's Exhibit 9?

16 A Okay. Yes.

17 Q Okay. And in Respondent's Exhibit 9, on the second page,  
18 you note that you were self-employed from July 2006 to the  
19 present.

20 A Yes.

21 Q And to the extent you were self-employed, who did you work  
22 for?

23 A I worked over the phone with LSA for, like, at least four  
24 years doing a lot of court -- I worked with state courts; I  
25 worked with agencies, I worked --



- 1 Q And were those as an independent contractor?
- 2 A Yes.
- 3 Q Okay. And could you name some of the interpreter agency
- 4 you worked as an independent contractor for?
- 5 A Sure. ProCare, AccessOnTime, Excel Interpreting,
- 6 Executive Interpreting.
- 7 Q Okay.
- 8 A There's a number. I could go on.
- 9 Q And why aren't those listed separately here?
- 10 A Because I don't do -- I mean, the bulk of my work is not
- 11 with them. I mean, I do take every now and then, assignments
- 12 with them, though.
- 13 Q Okay. But SOSI is listed separately here, right?
- 14 A Yes.
- 15 Q And so is Lionbridge?
- 16 A Yes.
- 17 Q And are there any other interpreter agencies to which you
- 18 performed as an independent contractor that is listed here?
- 19 A No.
- 20 Q Please take a look at Respondent's Exhibit 10.
- 21 A Yes.
- 22 Q Again, you note here that you are a Spanish interpreter
- 23 freelance on the first page.
- 24 A Yes.
- 25 Q And that's from December 2007 to the present?

1 A Yes.

2 Q Okay. And again, you worked for those same agencies you  
3 just mentioned?

4 A Yes.

5 Q Okay. And are any of those agencies represented on your  
6 LinkedIn page?

7 A No.

8 Q Okay. And is SOSI represented there?

9 A Yes.

10 Q And is Lionbridge represented there?

11 A Yes.

12 Q And why were they represented there?

13 A Because I think with both Lionbridge and SOSI, I was doing  
14 at least not half -- I mean, with SOSI, it was definitely half,  
15 but it was a lot of more volume of interpretations with them  
16 than other agencies, and it's a lot of my time in the year of  
17 work was allocated to them.

18 Q And again, why didn't you note any of the interpreter  
19 agencies to which you performed independent contractor services  
20 to?

21 A Because it was more sporadic and it would be more like  
22 independent work where I could have more flexibility, I don't  
23 know.

24 Q Okay.

25 A I would pick more and, like, I would have a different kind

1 of relationship, you know, with them.

2 Q Uh-huh. And going back to Respondent's Exhibit 9. I  
3 mean, clearly, you're highly educated. Were any of those --  
4 any of your schooling that's listed required to work for SOSI?

5 A No.

6 MR. LOPEZ: No further questions, Your Honor.

7 JUDGE ROSAS: Charging party?

8 MS. BRADLEY: Just one moment, Your Honor.

9 JUDGE ROSAS: Sure.

10 MS. BRADLEY: I have no questions of this witness, Your  
11 Honor.

12 JUDGE ROSAS: Respondent?

13 MR. ROBERTS: Nothing further.

14 JUDGE ROSAS: Okay. I have just a couple of questions.

15 THE WITNESS: Sure.

16 JUDGE ROSAS: You may have testified about this, but I'm  
17 going to kind of ask it. Let me ask this in this form. Are  
18 you familiar with the industry standard for the use of  
19 simultaneous interpreters?

20 THE WITNESS: Yes.

21 JUDGE ROSAS: Just industry-wide? Okay. And you  
22 testified that the -- I believe the custom and practice is and  
23 your experience for simultaneous interpreters to be relived at  
24 a certain point because of the nature or the intense nature of  
25 the work; is that correct?

1 THE WITNESS: Yes.

2 JUDGE ROSAS: Okay. Now, did I understand you testify  
3 that when you worked for SOSI in the Immigration Court, there  
4 was never an occasion where you were relieved; is that  
5 correct?

6 THE WITNESS: Correct.

7 JUDGE ROSAS: Okay. While you were working for SOSI at  
8 eth Immigration Court -- this is in 2016, right, from March  
9 through roughly September, right?

10 THE WITNESS: Yes.

11 JUDGE ROSAS: Okay. Did you have occasion to perform  
12 simultaneous interpretation in the Immigration Court?

13 THE WITNESS: Yes.

14 JUDGE ROSAS: Was that -- did you do that some of the time  
15 or all the time?

16 THE WITNESS: Some of the time.

17 JUDGE ROSAS: How often did you do simultaneous  
18 interpretation?

19 THE WITNESS: I would say maybe 30 percent, 20 -- between  
20 20 and 30 percent of the times.

21 JUDGE ROSAS: And what determined whether you did  
22 simultaneous interpretation or consecutive interpretation?

23 THE WITNESS: It would be up to the judge. It's the  
24 judge's preference because of the kind of case or the  
25 communications that were going on.

1 JUDGE ROSAS: When you say "up to the judge," are you  
2 referring to certain judges some of the times depending on the  
3 cases, or did particular judges always want simultaneous  
4 interpretation, or was it something else?

5 MR. LOPEZ: Compound, sir.

6 JUDGE ROSAS: What's that?

7 MR. LOPEZ: It's a compound question.

8 JUDGE ROSAS: If you can understand it. Do you understand  
9 what I'm asking you?

10 THE WITNESS: Yeah. Yes.

11 JUDGE ROSAS: Okay.

12 THE WITNESS: So some of the judges did prefer  
13 simultaneous interpretation for master calendars when there  
14 were a lot of Spanish respondents because it would be faster to  
15 go through the proceedings if I were going to simultaneous and  
16 him addressing everybody.

17 JUDGE ROSAS: Now before you on, in those instances, what  
18 was -- each transaction, if you will, each case that you were  
19 doing the simultaneous interpretation for?

20 THE WITNESS: I -- I can't -- for master calendars, maybe  
21 it would be 20 or 30 minutes of simul- --

22 JUDGE ROSAS: For one case?

23 THE WITNESS: For all of those cases that he had aligned.

24 JUDGE ROSAS: All the cases?

25 THE WITNESS: Because we were talking to all the

1 respondents at one time.

2 JUDGE ROSAS: Okay.

3 THE WITNESS: But I didn't get a break, ever, during those  
4 four hours. You know, you -- I mean, I even had to ask to go  
5 to the bathroom sometimes, when I needed to. And sometimes,  
6 the judge would say, can't we just finish testimony because  
7 this is not -- otherwise, the record won't be complete and we  
8 can just take a break after. And I would -- if possible, I  
9 would say that.

10 JUDGE ROSAS: When you refer to 20 cases, for example --

11 THE WITNESS: Uh-huh.

12 JUDGE ROSAS: -- these weren't 20 respondents combined in  
13 one case, or were these 20 separate cases?

14 THE WITNESS: There were 20 different respondents --  
15 different cases, and they -- the judge would -- would be  
16 talking to all of them because what he was saying or she was  
17 saying would apply to all of them. Like, you know, next  
18 hearing, you have to come with an attorney, or like, she was --

19 JUDGE ROSAS: So was this similar to an arraignment?

20 THE WITNESS: Kind of, yeah. Yeah.

21 JUDGE ROSAS: Okay.

22 THE WITNESS: And some cases were -- they were -- there  
23 was a need for to get through the case faster, and there was  
24 testimony. The judge would say, can you please go simul, and  
25 he would give me the -- I would be --

1 JUDGE ROSAS: Wait. The judge would -- said would you  
2 please go what?

3 THE WITNESS: Simultaneous. And then I would get the  
4 equipment. I would give the receptor to the respondent, and --  
5 or if the judge was dictating a sentence, for example, that  
6 would happen, too. Like, because he didn't have a  
7 transcriber, so I would go next to the respondent and explain  
8 as the judge was giving the sentence that was being read into  
9 the record.

10 JUDGE ROSAS: Okay. The other question is you were a  
11 language interpreter in Hawaii?

12 THE WITNESS: Yes.

13 JUDGE ROSAS: And what language was that for?

14 THE WITNESS: For Spanish.

15 JUDGE ROSAS: For Spanish in Hawaii?

16 THE WITNESS: Yes.

17 JUDGE ROSAS: Okay. That's more curiosity than relevance,  
18 probably, but I just wanted to get that --

19 MR. LOPEZ: We're everywhere.

20 JUDGE ROSAS: -- taken care of, yeah. Okay. Okay, thank  
21 you.

22 MR. ROBERTS: Well, I had --

23 JUDGE ROSAS: You have follow-up?

24 MR. ROBERTS: I have a follow-up on that.

25 THE WITNESS: Okay.

**RECROSS-EXAMINATION**

1  
2 Q BY MR. ROBERTS: The practice you just described of being  
3 up to the judges and not getting breaks, that was throughout  
4 your experience at the E.O.I.R. courts, regardless of whether  
5 you were with SOSI or Lionbridge, correct?

6 A Correct.

7 Q Okay. And did you ever -- you said sometimes you'd go 20  
8 or 30 minutes. Did you ever have to go a full hour --

9 A Yeah.

10 Q -- of simultaneous --

11 A Oh, yes. Yeah.

12 Q Okay. But throughout your experience --

13 A Maybe 20 percent of the times, yeah.

14 Q Okay. So when you say it's industry standard, it -- you  
15 would agree it was not industry standard at the E.O.I.R.  
16 courts, correct?

17 A Yes.

18 Q Okay. Thank you.

19 MR. LOPEZ: I have a follow-up.

20 **FURTHER REDIRECT EXAMINATION**

21 Q BY MR. LOPEZ: The staff interpreters, however, would have  
22 this sort of team interpreting situation?

23 A They would have the ability to request relief. Even the  
24 attorneys would request relief. Everybody but us, yeah.

25 MR. LOPEZ: No further questions.



## RECROSS-EXAMINATION

1

2 Q BY MS. BRADLEY: Good morning, Ms. Espinoza.

3      A      Good morning.

4 Q Did you ever during the time you worked at SOSI do  
5 simultaneous interpretation for more than an hour?

6 A Yes.

7 Q And it's your prior testimony that you were not able to  
8 ask for relief, even if you did interpret for more than an  
9 hour; is that correct?

10           A       Yes.

11 MS. BRADLEY: No further questions.

12 MR. ROBERTS: Nothing else.

13 JUDGE ROSAS: All right. So I think one final question,  
14 just to make sure that this is amplified. The industry  
15 standard outside of SOSI, your experience, your familiarity  
16 with it, what is the industry standard, if any, for the typical  
17 duration that one simultaneous interpreter would go before  
18 being relieved by another one?

19 THE WITNESS: It's in the -- after an hour, you're  
20 relieved, or after 45 minutes, because the explanation is that  
21 your skills go down significantly, and you're not able --

22 JUDGE ROSAS: So --

23 THE WITNESS: -- to perform at a good standard.

24 JUDGE ROSAS: So it could be an hour?

25 THE WITNESS: Yes.

1 JUDGE ROSAS: Okay.

2 THE WITNESS: Yeah.

3 JUDGE ROSAS: All right.

4 Anything else?

5 MR. ROBERTS: No.

6 JUDGE ROSAS: No.

7 Thank you, ma'am. You're excused. Please do not discuss  
8 your testimony until you're advised otherwise by counsel, okay?

9 THE WITNESS: Sure.

10 JUDGE ROSAS: Thank you. Have a good day.

11 THE WITNESS: You, too.

12 MR. LOPEZ: Your Honor, I would request a break or a  
13 lunchtime break.

14 JUDGE ROSAS: Okay. Let's go off the record.

15 (Off the record at 12:01 p.m.)

16 JUDGE ROSAS: Next witness.

17 MS. HADDAD: General Counsel calls Hilda Estrada.

18 JUDGE ROSAS: Okay.

19 MS. HADDAD: I'm going to run and grab her.

20 MR. LOPEZ: My apologies, Your Honor.

21 JUDGE ROSAS: No problem.

22 Whereupon,

23 **HILDA DEL SOCORRO ESTRADA**

24 having been duly sworn, was called as a witness herein and was  
25 examined and testified as follows:

1 JUDGE ROSAS: Please have a seat. State and spell your  
2 name and provide with your address.

3 THE WITNESS: My full name is Hilda Del Socorro Estrada.  
4 And Hilda is spelled H-I-L-D-A. Del Socorro is two words;  
5 first word D-E-L, Socorro is S-O-C-O-R-R-O. Last name Estrada,  
6 E-S-T-R-A-D-A.

7 JUDGE ROSAS: And your address, please.

8 THE WITNESS: My address is 1595 East Chevy Chase Drive,  
9 Apartment 23, Glen Hill, California, 91206.

10 JUDGE ROSAS: Okay. It doesn't amplify, so just relax and  
11 get yourself closer to, and I'll let you know if you're not  
12 speaking loud, enough, okay?

13 THE WITNESS: Okay.

14 JUDGE ROSAS: All right.

15 **DIRECT EXAMINATION**

16 Q BY MS. HADDAD: Ms. Estrada, have you ever -- one second.  
17 Have you ever worked as in interpreter at the Executive Office  
18 of Immigration Review?

19 A Yes, I have.

20 Q And when did you start performing interpretation services  
21 at E.O.I.R.?

22 A January 6th, 2009.

23 Q Who did you work for when you started performing  
24 interpretation services at E.O.I.R.?

25 A A company called Lionbridge.

1 Q What languages do you interpret?

2 A Spanish.

3 Q When you worked for Lionbridge, did you contract renew  
4 automatically?

5 A Yes.

6 Q Were you ever denied renewal?

7 A No.

8 Q Did you work for SOSI, as well?

9 A Yes.

10 Q And when were you employed by SOSI?

11 A December 1st, 2015.

12 Q And when did you stop working for them?

13 A August 23rd, 2016.

14 Q What were the qualifications required to work for  
15 Lionbridge, do you know?

16 A Yes. You had to be DOJ certified, which is an  
17 administration exam that was, at the time, administered by  
18 Lionbridge.

19 Q And were there any other -- were there any other  
20 qualifications required by Lionbridge?

21 A Yes. You had to have experience working in a courtroom.

22 Q Do you know how much experience?

23 A They were asking for at least two years, back then.

24 Q Okay. And when you started working for Lionbridge, did  
25 you have that experience?

- 1     A     Yes.
- 2     Q     And did you have the DOJ certification?
- 3     A     Yes.
- 4     Q     Does that DOJ certification still exist?
- 5     A     It's current if I'm on a DOJ list, but it does not exist
- 6     anymore.
- 7     Q     Oh, I think what I meant -- I mean is do you know if -- to
- 8     the best of your knowledge does -- new interpreters can take a
- 9     DOJ certification?
- 10    A     I am not aware --
- 11    Q     Okay.
- 12    A     -- of a certification like that.
- 13    Q     And did your -- when you started working for SOSI, did you
- 14    have any new qualifications that you had to get or to meet?
- 15    A     No.
- 16    Q     Okay. What is your education?
- 17    A     I have some college, as well as a vocational degree.
- 18    Q     And what's your vocational degree in?
- 19    A     IN interpreting and translation.
- 20    Q     Where did you get the vocational degree from?
- 21    A     A couple of different places. I got one in Los Angeles
- 22    Community College, LACC, known for its acronym.
- 23    Q     Okay.
- 24    A     And then I also worked -- I got a degree -- a certificate
- 25    program in Spain, a certificate program in Mexico, as well.

1 Q Did you go to the Southern California School of  
2 Interpreting?

3 A Never.

4 Q Okay. When you worked for SOSI, what E.O.I.R. courts did  
5 you regularly work at?

6 A When I worked for SOSI, I usually worked at 606 South  
7 Olive Street in Los Angeles. And I also worked at 300 North  
8 Los Angeles Street, also in Los Angeles.

9 Q Did you do any travelling while you worked for SOSI?

10 A No.

11 Q Do you have a -- oh, I'm sorry. And by travelling, I mean  
12 travelling work for SOSI, with travelling cases.

13 A No, I did not.

14 Q Do you have a business entity or a DBA under which you  
15 perform interpretation services, in general?

16 A Yes, I do.

17 Q I'm sorry. What did you say?

18 A Yes, I do.

19 Q And what is the name of that business entity?

20 A Hilda Estrada.

21 Q Is there an LLC or INC afterwards, or anything like that?

22 A No, there is not. I'm a sole proprietor.

23 Q Are you registered anywhere?

24 A With the County --

25 Q Is that --

1 A -- of Los Angeles.

2 Q Okay. Do you employ anyone under your business entity?

3 A Sometimes.

4 Q When you worked for SOSI, did you work for them under your  
5 business entity name?

6 A Never.

7 Q Did you work for them under your own name?

8 A Correct.

9 Q Is that the same -- was the same case for when you worked  
10 for Lionbridge?

11 A Yes.

12 Q Did you ever hire one of the people you employ --  
13 sometimes employ under your business entity to cover a case for  
14 you at E.O.I.R.?

15 A I was not allowed to per SOSI's instructions.

16 Q So is that a no?

17 A No.

18 Q Okay. So just talking about SOSI, were you involved with  
19 negotiating the terms of your contract with SOSI with other  
20 interpreters?

21 A Yes.

22 Q Okay. I would like to show you what has been marked as GC  
23 Exhibit 108. You have a stack there, and the stack is actually  
24 in front of you. If you'll permit, actually. This is the  
25 stack.

1 MS. HADDAD: And Your Honor, this is your copy.

2 JUDGE ROSAS: Okay.

3 Q BY MS. HADDAD: So it's going to go in order. This X is  
4 obviously out of order, but we'll call it out shortly, okay?  
5 Can you please refer to Exhibit 108?

6 A Yes.

7 Q Did you send this email?

8 A Yes.

9 Q What date did you send this email?

10 A This one, August 29th, 2015.

11 Q Are these -- is this email -- briefly, what is this email  
12 about?

13 A This is a continuation to an email that I sent on August  
14 25th, 2015. And it's me rallying up my colleagues to try and  
15 save our jobs.

16 Q And was this before SOSI had taken over?

17 A This is right when we became aware of SOSI taking over.

18 Q Okay. You mentioned your colleagues. Do you mean other  
19 interpreters who worked for Lionbridge?

20 A I mean colleagues that were working for Lionbridge and  
21 were going to be working for SOSI.

22 Q How did you meet these interpreters?

23 A I worked at 606 Olive Street, as well as 300 North Los  
24 Angeles Street, and that's where I met many.

25 Q Did you work there -- did you see these interpreters on a



1 regular basis?

2 A Yes.

3 Q And since the time that you've worked for the E.O.I.R.  
4 Courts in 2009, have you seen many of the same faces since that  
5 time?

6 A Can you repeat the question, please?

7 Q Yes. Since you began working at the E.O.I.R. in 2009,  
8 have you seen many of the same -- actually scratch that. Your  
9 Honor, move to admit GC Exhibit 108.

10 MR. ROBERTS: No objection.

11 JUDGE ROSAS: 108 is received.

12 **(General Counsel Exhibit Number 108 Received into Evidence)**

13 Q BY MS. HADDAD: Did you continue to help organize  
14 interpreters through the fall of 2015?

15 A Yes, I did.

16 Q I'd like to refer you to what's been marked as GC Exhibit  
17 109. That should be the next -- so you can just flip over each  
18 exhibit as you're done with it. Did you also send this email?

19 A Yes, I did.

20 Q And what's the date of this email?

21 A September 3rd, 2015.

22 Q Seems like it was a chain, and it was forwarded amongst a  
23 lot of interpreters. Can you just briefly state what this  
24 first email on top is about?

25 A The first email on top is about, again the continuation of

1 my reaching out to colleagues. Except that by now we have a  
2 national outreach.

3 Q When you say national outreach, do you mean other  
4 interpreters who work in other states?

5 A That's exactly what I mean.

6 Q And how did you get in contact with those other  
7 interpreters?

8 A My initial email was copied and pasted. And shared among  
9 other colleagues. So my own L.A. colleagues would copy and  
10 paste it, and share it. It became a part of different forums,  
11 and Facebook, and social media.

12 Q And when you say colleagues, again, these are interpreters  
13 who worked for Lionbridge, who were intending to work for SOSI?

14 A These were -- correct, these were interpreters that were  
15 possibly going to work for SOSI.

16 Q Okay. Did you send several emails like this in Fall 2015?

17 A I did.

18 Q Do you think more than five?

19 A On a daily basis. Some months. And then other weeks five  
20 or six times.

21 Q Okay. Your Honor, move to admit GC Exhibit 109.

22 MR. ROBERTS: No objection.

23 JUDGE ROSAS: GC-109 is received.

24 **(General Counsel Exhibit Number 109 Received into Evidence)**

25 Q BY MS. HADDAD: Did you also become involved with a union?

- 1 A Yes, I did.
- 2 Q And what union was that?
- 3 A Communication Workers of America --
- 4 Q The --
- 5 A -- and --
- 6 Q Oh, I'm sorry. Please continue.
- 7 A My full answer is Communication of America with the
- 8 sub-unit known as IGA.
- 9 Q What does IGA stand for?
- 10 A Interpreter's Guild Association.
- 11 Q I'd like to refer you to what's been marked as GC Exhibit
- 12 111. Please note that I've skipped 110.
- 13 Q Did you send this email?
- 14 A Yes.
- 15 Q What's the date of this email?
- 16 A August 29th, 2015.
- 17 Q And who did you send this email to? Or who -- or who are
- 18 all these people?
- 19 A These are my colleagues I Southern California, but these
- 20 emails are also sent to Northern California, states on the west
- 21 coast.
- 22 Q But this email was sent to your colleagues in Southern
- 23 California?
- 24 A Southern and Northern.
- 25 Q Okay. And what -- briefly what is this for?

1 A Again, this is an effort to be a part of a union.

2 Q Okay. Your Honor, move to admit GC Exhibit 111.

3 MR. ROBERTS: No objection.

4 JUDGE ROSAS: 111 is received.

5 **(General Counsel Exhibit Number 111 Received into Evidence)**

6 Q BY MS. HADDAD: Is this -- just referring back to 111, is  
7 this the only involvement you had with IGA at this time?

8 A I don't know what -- could you rephrase the question,  
9 please?

10 Q Did you ever send similar emails like this to your  
11 colleagues?

12 A Yes.

13 Q Did you attend union meetings?

14 A Yes.

15 Q And what time period did you attend these union meetings?

16 A We had meetings in August up until present time.

17 Q What year?

18 A August 2015 until present.

19 Q Okay. Would other interpreters who worked for Lionbridge  
20 and later worked for SOCI, would they attend those meetings?

21 A Yes, they would.

22 Q You mentioned that you were not just in contact with  
23 interpreters in Southern California, but other interpreters  
24 nationwide. Was this -- how were you in contact with  
25 interpreters who weren't based at -- in the downtown L.A.

1 E.O.I.R. Courts?

2 A So my initial outreach to my local Los Angeles colleagues,  
3 and then in the same week that turned into California and  
4 different states. Those emails were copied and pasted. People  
5 were calling me who had read my emails. And had obtained my  
6 phone number. And that's how it started. And then we had  
7 regular -- we had regular communication. It was on a daily and  
8 weekly basis.

9 Q And were you -- aside from these emails that you were  
10 sending out, and clearly getting responses from, were you  
11 active at all on the WhatsApp messaging group?

12 A Yes, I was.

13 Q Would you ever see interpreters who did travel cases for  
14 Lionbridge at the time, when they were assigned to work at the  
15 E.O.I.R. Courts in downtown Los Angeles?

16 A Regularly.

17 Q Were you chosen as one of the leaders of the interpreters  
18 for negotiation with SOSI?

19 A Yes, I was.

20 Q Were you the only leader?

21 A No, I was not.

22 Q Who else led in negotiations with SOSI?

23 A A colleague by the name of Diana Illaraza.

24 Q Is there anyone else?

25 A Yes. Another colleague named Angel Garay.

1 Q Were there other interpreters involved in the negotiation  
2 and organizing around a better contract?

3 A Yes. Many.

4 Q Did you have committees formed with other interpreters?

5 A Yes, we formed committees in the last week of August and  
6 first week of September of 2015.

7 Q What were some of the committee names?

8 A We had a contract research team, we had a social media  
9 team, we had a negotiation team. We also had also a team --  
10 teamwork committee both words were interchangeable. And we  
11 also had a team that took care of food. Food and beverages.

12 Q Was that for in-person meetings?

13 A For in-person meetings, correct.

14 Q Was there a media team?

15 A Yes, there was. There were two.

16 Q Did -- what were -- what were the rules of each one; do  
17 you know?

18 A So our social media team, I personally only had WhatsApp.  
19 I don't use all of the other media out there. So we had a team  
20 that would focus on Facebook, Google forums, different chats,  
21 various social media out there. And so they would monitor it  
22 and we would always -- most of the time we were just making  
23 sure that social etiquette was something that was important to  
24 us.

25 Q And what was the -- who was on that social media team; if

1     you remember?

2     A     Yes, I remember.   Stephany Magana, Jo Ann Bejar Gutierrez,  
3     Elsa Anaya and Patricia Rivadeneira.

4     Q     And what was the name of the other media team, if it had  
5     one?

6     A     The other media team was press coordination.

7     Q     And did that have the same interpreters on there, or were  
8     there different ones?

9     A     Some of the same, and some different ones.

10    Q     So you say press coordination.   Were there -- did  
11    interpreters issue any press releases or organize any media  
12    interviews at this time?

13    A     Yes, we did.   We were -- we were getting ready for it and  
14    it came about when the initial rates that SOSI was offering.

15    Q     Okay.

16    A     That's when we decided to bifurcate our media team and  
17    focus on two different -- two different angles.

18    Q     Okay.   One moment.   I'd like to refer you to what's been  
19    marked as GC Exhibit 112.   Did you draft this email?

20    A     Yes, I did.

21    Q     And who did you send it to?

22    A     This went nationwide.

23    Q     So here it just shows that there's four interpreters.   I  
24    assume they're interpreters.   There's Angel Garay, Diana  
25    Illarraza, is Geoffrey G. -- was he an interpreter, or is he an

1 interpreter?

2 A He is a Mandarin interpreter.

3 Q And then BCC is M.C. Portillo. Is that Maria Portillo?

4 A Correct.

5 Q Were others BCC'd on this email?

6 A Yes.

7 Q And you list at the bottom that there are two people who  
8 are available for interviews, Carmelina Cadena and Patricia  
9 Rivadeneira.

10 A Correct.

11 Q Who are they?

12 A Carmelina Cadena is one of the most talented and rare  
13 interpreters there could be. She is -- she speaks well, a few  
14 different indigenous languages.

15 Q Did she work for Lionbridge at the time?

16 A She worked at Lionbridge at the time, yes.

17 Q And Patricia Rivadeneira, did she work at Lionbridge at  
18 the time?

19 A Yes, she did.

20 Q And you mentioned her earlier as one of the interpreters  
21 on the special media team?

22 A Correct, yes.

23 MS. HADDAD: Now, Your Honor, move to admit exhibit, GC  
24 Exhibit 112.

25 MR. ROBERTS: No objection.



1 JUDGE ROSAS: 112 is received.

2 **(General Counsel Exhibit Number 112 Received into Evidence)**

3 Q BY MS. HADDAD: Who is Martin Valencia?

4 A He is the program manager at SOS International.

5 Q I'd like to refer you to what has been marked as GC  
6 Exhibit 33. So it's actually I that first stack over to your  
7 left, and it will be in order down at the bottom, or 33  
8 exhibits in. I'd like you to turn to the second to last page  
9 of that. It will be -- it's number page 14 at the bottom of  
10 this email. Have you -- have you seen this email before?

11 A Yes, I have.

12 Q And did you -- did you receive this email?

13 A Yes, I did.

14 Q And above it, I'll represent to you that there are at  
15 least six pages of email names. Probably more. When this  
16 email was sent, did you do anything with these email names?

17 A Yes, I cross-referenced them with my list.

18 Q And your list of what?

19 A Colleagues that worked for Lionbridge.

20 Q And were these colleagues who worked nationwide?

21 A Yes.

22 Q And did you involve any of them or send any emails about  
23 negotiating, or issues with SOSI with that list?

24 A I was I communication, and reached out at least one time  
25 with every person on my list.

1 Q Okay. Did that list include the people who were -- as  
2 best you can tell, from looking at it briefly, did that list  
3 include the people who were CC'd on this email?

4 A When you say list, you're referring to my own personal  
5 list?

6 Q Yes. Yes.

7 A Yes, but my list is greater than this. It has more names.

8 Q Okay. Did you continue to send group emails even after  
9 you negotiated the contract?

10 A Yes.

11 Q Before negotiating the contract, did interpreters come to  
12 an agreement over what rates they wanted?

13 A Yes.

14 Q Did interpreters agree not to sign for \$35?

15 A Yes.

16 Q When approximately, did the main negotiations take place?

17 A After we agreed that we would no longer be campaigning for  
18 -- the \$35 rate, there was -- there were mixed rates. So there  
19 was \$35 and also there was a rate where -- an offer where  
20 recruiters from SOS International were offering one price, or  
21 one rate per hour. And then every each additional would be a  
22 decrease.

23 Q Well, when I -- let me clarify my question. When did the  
24 main negotiations with SOSI take place with Mr. Martin  
25 Valencia, if he was the one who led those negotiations?

1 A The final negotiation took place October 31st, 2015.

2 Q And when you -- how many -- approximately how many  
3 negotiation sessions had there been before that?

4 A Three large ones, and then multiple follow-up phone calls.

5 Q Were you the only one involved in those negotiations?

6 A No, I was not.

7 Q How many -- approximately how many other interpreters were  
8 involved in these other negotiations, leading up to the October  
9 31st, 2015?

10 A We had several in-person meetings prior to meeting with  
11 Mr. Valencia. And after the in-person meetings, after those  
12 meetings, then we had in-person meetings with SOS International  
13 staff, on the phone. And those were our biggest ones. Those  
14 were 35, 40 people.

15 Q When you say 35 or 40 people, do you mean 35 or 40  
16 interpreters?

17 A Correct. Yes, I mean interpreters.

18 Q So for the October 31st negotiation session, did that take  
19 place via conference call?

20 A So that -- I said -- I began by saying final. That was  
21 our final negotiation.

22 Q Right.

23 A That Friday, that Thursday and Friday also led up to that  
24 negotiation.

25 Q So did that final negotiation take place via conference

1 call?

2 A Yes.

3 Q And how many interpreters participated in that phone call?

4 A In the last phone calls we had sometimes 20 interpreters.

5 Q Did all of them -- did all of them participate in direct  
6 negotiations? Or were some -- did some have other tasks?

7 A We already had an agenda, and we had conditions we had  
8 agreed upon. So when we came to SOS International, we already  
9 had our terms set.

10 Q Please, I'd like to refer your attention to GC Exhibit  
11 113. It will be the top of the stack. It should be the next.  
12 Gotcha. All right. Is this the contract that you agreed to?  
13 As best you can tell.

14 A Yes.

15 Q And on page four of this contract, is that your signature?

16 A Yes.

17 Q I apologize for the blank pages. It copied strangely.  
18 But, sudden there's blank pages. This is your contract, I  
19 believe. Your Honor, I move to admit GC Exhibit 113 into  
20 evidence.

21 MR. ROBERTS: No objection.

22 JUDGE ROSAS: 113 is received.

23 **(General Counsel Exhibit Number 113 Received into Evidence)**

24 Q BY MS. HADDAD: I'd like to refer you to the second to  
25 last page, or third to last page, the acknowledgement of

1 receipt of SOSI's code of business ethics and conduct. In your  
2 agreement. In your ICA. Did you sign this?

3 A Yes, I did.

4 Q Is that the date that you signed this?

5 A Yes.

6 Q Did you ever -- did you ever hear from SOSI that this code  
7 of business ethics and conduct no longer applied?

8 A Can you repeat that question, please?

9 Q Did you ever hear from anyone who worked for SOSI that  
10 this code of business ethics and conduct was revoked?

11 A No.

12 Q Did this come with exhibits?

13 A Yes.

14 Q And on page, what's numbered as page ten, on this  
15 contract, could you -- can you flip to it? Do you recognize  
16 the titles of all of these exhibits?

17 A Yes, I do.

18 Q And did this contract come with Exhibits 1 through 7?

19 A Yes.

20 Q Could you flip over two pages? So skip the blank one and  
21 then the next page. Is that your signature at the bottom?

22 A Yes, it is.

23 Q And do you recognize this as part of the code of  
24 professional responsibility for interpreters?

25 A Yes.

1 Q And is that the date that you signed it?

2 A Yes.

3 Q Thank you. And would you flip over several more pages  
4 from the code of professional responsibility to the most  
5 notable part of this besides your signature, it says prior to  
6 leaving, in the middle.

7 A Can you refer the page number, please?

8 Q It says page two at the bottom. But it's towards the  
9 back. Up at the top it says page 12 of -- all right. Did you  
10 sign this?

11 A Yes, I did.

12 Q And is that the date that you signed it?

13 A Yes, that is the date I signed.

14 Q Thank you. Just looking at the first page of this  
15 exhibit, under paragraph two, period and place of performance,  
16 what date does your contract expire?

17 A August 2020, but on the page, it says August 31st, 2016.

18 Q When you say August 2020, but that's not what's on the  
19 agreement, why do you say August 2020?

20 A There were a lot of things discussed that were not in the  
21 agreement that arrive by piece meal during the transitional  
22 period. And one of the things we talked about was that it  
23 would be working until August 2020.

24 Q And who did you talk about this with?

25 A Martin Valencia, Claudia Thornton, Maria Ayuso, Phyllis

1 Anderson, as well as a gentleman who I never met, Raphy  
2 Kasselian. He was on the calls, too.

3 Q So these were all -- these were all the people that you  
4 spoke with in October 2015?

5 A Correct. Yes.

6 Q So did you think that you would keep working for SOSI  
7 after the contract expired on August 31st, 2016?

8 A Absolutely.

9 Q Did you continue to send updates and keep in touch with  
10 interpreters after you all started working for SOSI?

11 A Yes.

12 Q I'd like to refer you to what has been marked as GC  
13 Exhibit 114. Is this one such exhibit? I mean is this one  
14 such email that you sent?

15 A Yes.

16 Q And what's the date of this email?

17 A This one says Friday, January 15th, 2016 on it.

18 Q And briefly, take a look at it. What is this about?

19 A This is announcing one of our other in-person meetings,  
20 specifically held here in West Hollywood, in California.

21 Q Okay. I'd like to refer you to the second page of this  
22 email. These were inadvertently stapled together when we were  
23 making exhibits. Is this -- is this -- what is this email  
24 chain about?

25 A We were not paid January 1st, 2016, which was our

1 scheduled pay date, nationwide.

2 Q And so did you email someone from SOSI about this?

3 A I did.

4 Q And did they email back?

5 A They did.

6 MS. HADDAD: Okay. Your Honor, I intend to admit these as  
7 two separate exhibits, however, the second one is not marked.  
8 Should I wait until after we can --

9 JUDGE ROSAS: Go ahead. No, go ahead. Mark it.

10 MS. HADDAD: Okay.

11 MR. ROBERTS: Are you going to separate this as a separate  
12 exhibit?

13 MS. HADDAD: Yes, we are, the back page.

14 COURT REPORTER: So page 1 is three of 114?

15 MS. HADDAD: Yes, so page 1 is 114 and page 2 is 116.  
16 Yeah.

17 **(General Counsel Exhibits Number 114 and 116 Marked for**  
18 **Identification)**

19 MS. HADDAD: Your Honor, at this time, I'd like to move  
20 both exhibits, 114 and 116 into evidence.

21 MR. ROBERTS: No objection.

22 JUDGE ROSAS: Okay. 114 and 116 are received.

23 **(General Counsel Exhibits Number 114 and 116 Received into**  
24 **Evidence)**

25 Q BY MS. HADDAD: Thanks. And I'd also like to refer you to



1 the big packet that's under everything else. It's not in  
2 order. It's the -- for you it's bound with a rubber band. Are  
3 these your COIs?

4 MR. ROBERTS: We'll stipulate those are her COIs.

5 MS. HADDAD: Great. Your Honor, move to admit 115.

6 MR. ROBERTS: No objection.

7 JUDGE ROSAS: You said 115?

8 MS. HADDAD: Yes. It's the big packet of COIs.

9 JUDGE ROSAS: Okay. 115 is received.

10 **(General Counsel Exhibit Number 115 Received into Evidence)**

11 MS. HADDAD: Thanks.

12 Q BY MS. HADDAD: How many days a week did you work for SOSI  
13 on average?

14 A Five days a week.

15 Q Throughout the year, that you worked for -- roughly nine  
16 months that you worked for SOSI, did this change at all?

17 A Yes. I experienced a decrease in cases.

18 Q All right. And when was that?

19 A After filing my NLRB charges.

20 Q So approximately when was that?

21 A I walked into the NLRB office April 5, 2016.

22 MR. ROBERTS: I'm going to object to this line of inquiry.  
23 I mean there's no allegation on this. I think it was a charge  
24 that was either withdrawn or dismissed.

25 JUDGE ROSAS: What, an 8(a)(4)?

1 MR. ROBERTS: Yeah, 8(a)(4) --

2 MS. HADDAD: Your Honor --

3 MR. ROBERTS: -- allegations and they're not in the  
4 complaint.

5 MS. HADDAD: If I may, I'm not trying to go down that  
6 road. I'm only asking even after the decrease whether -- my  
7 next question is going to be whether she still worked a lot for  
8 SOSI.

9 JUDGE ROSAS: Okay. But you're not offering it to suggest  
10 that --

11 MS. HADDAD: No, not at all.

12 JUDGE ROSAS: -- she was retaliated against for filing the  
13 charge?

14 MS. HADDAD: No, not at all.

15 JUDGE ROSAS: Okay.

16 MR. ROBERTS: Okay.

17 Q BY MS. HADDAD: Even after the decrease, did you continue  
18 to work primarily -- or did you continue to work multiple days  
19 a week for SOSI?

20 A Yes.

21 Q Approximately, on average, how many days a week did you  
22 work for SOSI?

23 A Three days. Sometimes four.

24 Q Okay. Do you have other jobs when you were employed by  
25 SOSI?

1 A Some.

2 Q And when you say some, approximately how many other jobs  
3 did you have? Were they freelance?

4 A Are you referring to interpreting jobs?

5 Q Yes, specifically interpreting jobs. Did you have any  
6 other interpreting jobs when you were employed by SOSI?

7 A Just a few.

8 Q Approximately how many?

9 A I cannot give you an exact number.

10 Q Well, when would you primarily perform that work?

11 A On weekends or in the evenings.

12 Q Did you ever perform interpretation work during E.O.I.R.  
13 Court hours?

14 A Never.

15 Q And what kind of interpretation work did you do on the  
16 evenings and weekends?

17 A It was a combination of volunteer work as well as  
18 sometimes paid work.

19 Q Was it interpreting or translation?

20 A It was interpreting.

21 Q And who would you do this work for? If you can remember.

22 A I remember it when I felt compelled about the issue. So I  
23 came from a political and social activist role.

24 Q So were these non-profits?

25 A Non-profits, correct.

1 Q And non-interpreting jobs, did you have any of those while  
2 you were employed by SOSI?

3 A I did some editing and some writing, as well.

4 Q Did you do that during -- did you do that work during  
5 E.O.I.R. Court hours?

6 A Never during E.O.I.R. Court hours. Never during a normal  
7 business day. I would do them on weekends or sometimes in the  
8 evenings

9 Q So what was your primary -- what were E.O.I.R. Court  
10 hours, may I ask?

11 A Courts open at 8:00 for some courtrooms. And other  
12 courtrooms open at 8:30. Some open at 9:00, and 9:30. And then  
13 they close typically at 5:00. But many go on after 5:00.

14 Q So was SOSI your primary job?

15 A Yes, SOSI's my primary source of income.

16 Q Did you ever communicate to SOSI that it was your primary  
17 job?

18 A Yes.

19 Q And how did you communicate that?

20 A By telephone. By letting them know that they were a  
21 priority for me, through email.

22 Q Do you recall who you told that to?

23 A Several people. That would be Haroon Siddiqi, the  
24 coordinator, as well as letting Mr. Valencia know, Claudia  
25 Thornton, Phyllis Anderson, Raphy Kasselian.

1 Q Were you allowed to solicit business while working at the  
2 E.O.I.R. Court?

3 A No.

4 Q When you were at the E.O.I.R. -- scratch that. Would you  
5 have ever scheduled to work with a client that was not SOSI on  
6 a day you accepted an assignment for SOSI?

7 A No, that would never happen.

8 Q And why not?

9 A I prioritize my time for SOSI.

10 Q Could you have accepted work in the afternoon, if you were  
11 only assigned a morning session?

12 A Not the kind of work that I was doing.

13 Q Okay. What kind of work was that?

14 A Work that came about on weekends or in the evenings.

15 Q Okay. Your Honor, did we stipulate to whether  
16 interpreters get paid the same, no matter how many cases they  
17 complete?

18 MR. ROBERTS: Yes, we did.

19 MS. HADDAD: During a four hour period? Okay.

20 Q BY MS. HADDAD: If you go over the four hour, or eight  
21 hour period, of a half day or a full day, are you paid extra?

22 A You're supposed to be.

23 Q Has this ever happened to you?

24 A No.

25 Q Okay. You mentioned that there were delays in SOSI's

1 payments to interpreters, and that, I think you testified you  
2 were supposed to get paid on January 1st, 2016. When were you  
3 first paid?

4 A Towards the end of February.

5 Q All right. And was this an issue that just happened to  
6 you, or do you know if it happened to other interpreters?

7 A I was made aware that it was happening nationwide.

8 Q I'm going to refer you to GC Exhibit 117. Did you draft  
9 this email?

10 A Yes, I did.

11 Q And what date did you draft this email?

12 A January 15, 2016. This was one of many.

13 Q And who did you send this email to?

14 A My colleagues.

15 Q Are these interpreters who work for SOSI?

16 A Interpreters that work for SOSI, and have not been paid.

17 MS. HADDAD: Your Honor, at this time, I'd move to admit  
18 GC Exhibit 117.

19 MR. ROBERTS: No objection.

20 JUDGE ROSAS: 117 is received.

21 **(General Counsel Exhibit Number 117 Received into Evidence)**

22 Q BY MS. HADDAD: I'd like to refer you to what has been  
23 marked as GC Exhibit 39. I'm sorry, GC Exhibit 36. No, never  
24 mind, GC Exhibit 39. We'll stick with that. Actually, let's  
25 just -- if you keep that pulled out, we'll set it aside for a

1 minute.

2 When SOSI first took over the contract, were things  
3 chaotic?

4 A Extremely chaotic.

5 Q I'd like to refer you to what has been marked as GC  
6 Exhibit 118. Is this -- who is this email from?

7 A Martin Valencia.

8 Q And who is this emailed to?

9 A Emailed to me. At my email at estrada.hilda@gmail.com.

10 Q Did it have a spread sheet attached?

11 A It did, yes.

12 Q And what is this email asking you to do?

13 A It's asking me to assist with open cases.

14 Q And was this your job when you worked for SOSI?

15 A It was an unpaid function I did regularly.

16 MS. HADDAD: Your Honor, as this time, I'd like to move to  
17 admit GC-117 and 118 into evidence.

18 MR ROBERTS: No objection.

19 JUDGE ROSAS: 117 is in, and 118 is, as well.

20 **(General Counsel Exhibit Number 118 Received into Evidence)**

21 Q BY MS. HADDAD: Were you the only interpreter who helped  
22 find people to fill cases in the early months that SOSI had  
23 taken over?

24 A No, I was not.

25 Q What other interpreters did this?

- 1 A In Los Angeles?
- 2 Q Yes.
- 3 A I, Angel Garay, and Diana Illarraza.
- 4 Q Who were your main regional coordinators during the time
- 5 that you worked for SOSI?
- 6 A There were a few.
- 7 Q Who were they?
- 8 A In the beginning, it was Maria Miller and Juan Lemus. And
- 9 then Haroon Siddiqi became our regular coordinator.
- 10 Q How far in advance did you receive an assignment?
- 11 A I'm sorry, I'm not finished.
- 12 Q Okay.
- 13 A And also there were other SOS International staff working
- 14 as coordinators as well. And that would include Sergey
- 15 Romanov, Francis Rios, Desta Lakew, Ted Mead.
- 16 Q How far in advance of a case, would you receive an
- 17 assignment?
- 18 A In advance, up to a month or a month-and-a-half.
- 19 Q And then, was this in the beginning when SOSI first took
- 20 over, or did this happen throughout, you would get case
- 21 assignments a month in advance?
- 22 A It happened throughout.
- 23 Q Okay. Would you ever get last-minute cases as well?
- 24 A Very often.
- 25 Q Was there ever any protract for turning down a case



1     because of a dispute with rate?

2     A     Yes.

3     Q     And what type of cases did this typically happen to?

4     Given that the contract established the rate.

5     A     It happened most of the time with travel assignments.

6     Q     And were you present when statements were made regarding  
7     this push back?

8     A     Yes, I was.

9     Q     And how did you hear those statements?

10    A     Multiple ways.

11    Q     Well, first off, who were these statements made to?  Were  
12    they made to you?

13    A     No.

14    Q     Who were they made to?

15    A     They were made to other interpreters.

16    Q     And how did you -- and who were they made by?

17    A     They were made by SOS International staff.

18    Q     And were they made in person, or over the phone?

19    A     Most of the time over the phone.

20    Q     And so how did you come to hear them, if they were over  
21    the phone, and they were not made to you?

22    A     I was invited to attend these calls.

23    Q     Were the calls put on speaker phone?

24    A     They were put on speaker phone, yes.

25    Q     So can you give me an example of an instance where an

1 interpreter received push back for disputing a travel rate?

2 A This happened very often. And although our local rates  
3 were pretty much set, our travel rates were never in writing.  
4 And we would have interpreters -- interpreters would ask me to  
5 be a part of the conversations, or part of when it was  
6 happening, some people had made aware of it. And this would  
7 happen oftentimes at Pershing Square, Arda's Cafe, and  
8 downtown.

9 Q So can you give me an example, a more specific example, of  
10 a conversation that you listened to, where an interpreter was  
11 getting push back because of disputing a travel rate?

12 A Yes, I can. Francis Rios was a coordinator that was  
13 working for SOS International. And at some point, she was --  
14 her work was consolidated to only address the indigenous  
15 languages, and the indigenous languages are very rare. And  
16 this interpreter was told last minute, to travel to Florida.

17 Q What's the name of this interpreter, do you remember?

18 A Yes.

19 Q What's the name?

20 A Trancito.

21 MR ROBERTS: I'm sorry, what?

22 THE WITNESS: Trancito.

23 Q BY MS. HADDAD: Is that a first name or a last name?

24 A That's a first name.

25 Q And what's the interpreter's last name?

1 A I couldn't spell it or pronounce it.

2 Q Okay. And how did you know this interpreter?

3 A I knew him through the organizing effort that we've been  
4 leading.

5 Q And where did this conversation between this interpreter  
6 and the associate representative take place?

7 A Interpreter was in front of me. And the associate  
8 representative was on the phone.

9 Q Where did it take place?

10 A On Sixth Street.

11 Q In downtown Los Angeles?

12 A Yes.

13 Q Was this at a cafe, or at a --

14 A This was at -- this was in front of Arda's Cafe. He had  
15 just finished eating and I met him there.

16 Q So what happened during this conversation?

17 A He was told that he was needed in Florida. It was urgent.  
18 And he said he didn't want to go.

19 Q And who was on the other end; do you know?

20 A Francis Rios.

21 Q So what happened? What happened?

22 A He expressed that because of family, and trouble and  
23 difficulties, he couldn't be there.

24 Q What was Ms. Rios' response?

25 A Ms. Rios said I'll take away your California cases, if you

- 1     don't go to Florida.
- 2     Q     Did he end up going?
- 3     A     He did end up going.
- 4     Q     How long was this conversation?
- 5     A     Twenty minutes or so.
- 6     Q     And did you hear the entire thing?
- 7     A     Yes.
- 8     Q     Is this the only time that you've heard interpreters
- 9     receive push back for trying to turn down a case?
- 10    A     No.  Many more times.
- 11    Q     Could you tell your coordinator that you didn't want to
- 12    work with a certain judge?
- 13    A     Technically, we thought it was our right to.  But that
- 14    never went over well for anyone.
- 15    Q     Did this ever happen to you?
- 16    A     For the most part, I accepted my cases as they came.
- 17    Q     Okay.  So this never happened to you?
- 18    A     No.
- 19    Q     After you accepted a case, could SOSI de-assign the
- 20    assignment from you, or reassign the cases to somebody else?
- 21    A     I'm sorry, when you say could, do you mean -- what do you
- 22    mean exactly?
- 23    Q     Did SOSI have the right to de-assign an assignment from
- 24    you, after you've accepted a case?
- 25    A     I've always understood it not to be their right.

1 Q I'd like to refer you to what's been marked as GC Exhibit  
2 119. Did you receive this email?

3 A Yes.

4 Q Who did you receive this email from?

5 A Haroon Siddiqi.

6 Q And what's the date of the email that he went to you?  
7 It's right below your confirmation.

8 A December 30th, 2015.

9 Q And what's happening in this email?

10 A I am getting -- after I have submitted my availability,  
11 which was -- I always rate myself available for SOSI. Then I  
12 would get a list of cases. And these are the details.

13 Q Well, here it says that he had sent you a previous  
14 schedule with cases. And then he said please disregard all the  
15 emails I sent to you earlier. Do you recall if this -- do you  
16 recall if you had been assigned cases before getting this?

17 A Yes, I had been assigned cases before getting that.

18 Q Had you accepted those cases?

19 A I always accepted by -- the majority of the time I  
20 accepted my cases.

21 Q And are these cases, if you recall, are they different  
22 than the ones who had been initially scheduled to you by Haroon  
23 Siddiqi?

24 A I see some changes.

25 MS. HADDAD: Okay. Your Honor, move to admit GC Exhibit

1 119.

2 MR ROBERTS: No objections.

3 JUDGE ROSAS: 119 is received.

4 **(General Counsel Exhibit Number 119 Received into Evidence)**

5 Q BY MS. HADDAD: I'd like to refer you to GC Exhibit 120.  
6 What is this email?

7 A In this email Haroon is apologizing for changes.

8 Q Changes to what?

9 A To my caseload. To my schedule.

10 Q Is -- what's the date of this email?

11 A January 27th, 2016.

12 Q And did he take away cases from you?

13 A Yes.

14 Q And on the next page, it appears that there is an email  
15 also from -- the address is Ms. Diana, HTZ, is that Diana  
16 Illarraza?

17 A Yes.

18 Q Okay. Your Honor, at this time, I move to admit GC  
19 Exhibit 120.

20 MR ROBERTS: No objection.

21 JUDGE ROSAS: 120 is received.

22 **(General Counsel Exhibit Number 120 Received into Evidence)**

23 MS. HADDAD: I would like to refer you to GC Exhibit 121,  
24 previously offered as Respondent's Exhibit -- I don't remember  
25 the number, but it's the exhibit you offered yesterday.

1 MR ROBERTS: I believe that was 3.

2 MS. HADDAD: Yeah, yes. It's a different version, but the  
3 same content.

4 MR ROBERTS: Okay.

5 Q BY MS. HADDAD: Can you just look through this briefly. Do  
6 you recognize this email exchange?

7 A Yes.

8 Q What's the date of the email exchange?

9 A The first date I see is Wednesday, September 16th, 201t.

10 Q And who is this email exchange with?

11 A Kaila Northcutt.

12 Q And who's Kaila Northcutt?

13 A Kaila Northcutt was a recruiter that we were in  
14 communication with early on.

15 Q A recruiter who works for SOSI?

16 A Who works for SOS International, yes.

17 Q Your email to Kaila, it goes over several pages.

18 A Yes.

19 Q This was before their contract was signed with SOSI; is  
20 that right?

21 A Yes, that's right.

22 Q What are you laying out here? What's the purpose of this  
23 email?

24 A There was a lot of confusion expressed by Kaila, as well  
25 as other SOS professional staff. So I thought by writing this

1 email, it would clarify things.

2 Q Was this for what you wanted in your contract?

3 A These were the contract terms and possible contract terms,  
4 as well as points specific to the profession.

5 Q I'd like to refer you to point 15, which is on the second  
6 to the last page. In this -- this appears to be a provision  
7 that you put in. Do you know if this provision was followed by  
8 SOSI?

9 A Not only was it no followed by SOSI, but the exact  
10 opposite occurred often.

11 Q So if the case was assigned you, it was not necessarily  
12 yours?

13 A Yes.

14 MS. HADDAD: All right. Your Honor, move to admit GC  
15 Exhibit 121 into evidence.

16 MR ROBERTS: No objection.

17 JUDGE ROSAS: 121 is received.

18 **(General Counsel Exhibit Number 121 Received into Evidence)**

19 Q BY MS. HADDAD: If SOSI reassigned your assignment, would  
20 you be paid anything?

21 A No.

22 Q Under what circumstances would you be paid if your  
23 assignment was cancelled?

24 A If you had come to an agreement, and by that it had to be  
25 in writing, an agreement that's specified a cancellation



1 policy. Something that was not nationwide for everyone, then  
2 you could be paid, if that assignment were cancelled, at that  
3 time, 24 hours before.

4 Q Before what? Before the case?

5 A Before the start time of the assignment.

6 Q Did this -- did this cancellation policy apply to you?  
7 Was it in your contract?

8 A It was in my contract, yes.

9 Q Did this ever happen to you, where your case was cancelled  
10 within 24 hours, and you were not paid?

11 A Yes, it did.

12 Q And do you recall when that happened?

13 A It happened often in December and January.

14 Q December of what year?

15 A December of 2015 and January of 2016

16 Q And did you bring this up to SOSI?

17 A Yes.

18 Q Were you eventually paid?

19 A No.

20 Q I'd like to go into different -- well, when you worked for  
21 Lionbridge, had you ever been disqualified or suspended?

22 A I was suspended once.

23 Q I'd like to refer you to what's been marked as GC Exhibit  
24 122. What's the date of this email?

25 A October 23rd, 2015.

1 Q And was this at the time that you were working for  
2 Lionbridge?

3 A Yes. It was towards the end of their contract.

4 Q This appears to be about a reinstatement. What had  
5 happened here?

6 A I had been suspended for a week because I had my cell  
7 phone out.

8 Q Out where?

9 A It was visible.

10 Q Were you in court?

11 A I was in court, correct.

12 Q So this email, when it states that your reinstatement was  
13 approved by E.O.I.R., does that mean you could go back to  
14 working at the E.O.I.R.?

15 A This email meant that the suspension was no longer an  
16 issue.

17 Q Does it mean that you could go back working at the  
18 E.O.I.R.?

19 A I was always able to work at the E.O.I.R.

20 Q Were you reinstated at this time to go back to work at the  
21 E.O.I.R.?

22 A Yes.

23 Q Okay. And were you -- did you continue to work at the  
24 E.O.I.R. after SOSI took over the contract?

25 A I worked under the SOSI contract at E.O.I.R. locations.

1 Q Okay. Your Honor, move to admit GC Exhibit 122.

2 MR ROBERTS: No objection.

3 JUDGE ROSAS: 122 is received.

4 **(General Counsel Exhibit Number 122 Received into Evidence)**

5 Q BY MS. HADDAD: Who tell us, when you work for SOSI if  
6 you've been disqualified? Is it E.O.I.R., or is it SOSI?

7 A It's SOS International staff.

8 Q And when you are disqualified, are your cases de-assigned?

9 MR ROBERTS: Objection. She said she's never been  
10 disqualified.

11 JUDGE ROSAS: Repeat the question.

12 MS. HADDAD: Well --

13 MR ROBERTS: Not at SOSI.

14 JUDGE ROSAS: Repeat the question.

15 MS. HADDAD: I asked when you're disqualified, are your  
16 cases de-assigned?

17 JUDGE ROSAS: Are you -- are you rephrasing, or are you  
18 repeating the question for me? Go ahead. What do you want to  
19 do?

20 Q BY MS. HADDAD: When you were disqualified, are your cases  
21 de-assigned?

22 MR ROBERTS: Objection.

23 JUDGE ROSAS: Hold on. What's the basis?

24 MR ROBERTS: She said she's never been disqualified. No  
25 foundation for her --

1 JUDGE ROSAS: Have you ever been disqualified?

2 THE WITNESS: I thought I was. And then I clarified it.

3 MR ROBERTS: No, by SOSI, she's never been disqualified.

4 THE WITNESS: I have not said that.

5 JUDGE ROSAS: Next question.

6 Q BY MS. HADDAD: When I asked you earlier, if you had been  
7 disqualified, did you mean from the E.O.I.R. Courts, or by the  
8 E.O.I.R. Courts?

9 A I was notified by SOSI that I had been disqualified in  
10 January 2016.

11 Q So earlier when I asked you if you had been disqualified  
12 and you stated you had never been disqualified, did you mean  
13 that you had never been disqualified by the E.O.I.R. Courts?

14 MR ROBERTS: Objection, leading.

15 JUDGE ROSAS: What did you mean?

16 THE WITNESS: What I mean is, the information that I was  
17 given about a disqualification, was inaccurate. But there was  
18 a period when I was communicated by SOSI staff that I had been  
19 disqualified. Based on my own research and effort, I was able  
20 to clarify that I had not been disqualified.

21 MS. HADDAD: Your Honor, I have some exhibits that can --  
22 that I can enter that I think might help clear this up, to get  
23 some testimony on it. But I will rephrase my earlier question.  
24 Do you know when someone is disqualified, if whether their  
25 cases are de-assigned?

1 A They can be.

2 Q Okay. I'd like to refer you to what has been marked as GC  
3 Exhibit 123. What's the date of this email?

4 A January 8th, 2016.

5 Q And in the -- who is the email from?

6 A Haroon Siddiqi.

7 Q What is this email telling you?

8 A It reads. "Hi, Hilda. As per our records" ---

9 Q Please don't read from it.

10 A Okay.

11 Q Just basically describe what is this email telling you?

12 A It's notifying me of a disqualification, specific to me.

13 Q And is it a disqualification from all E.O.I.R. Court? Or  
14 just one?

15 A In this email, it specifies Los Angeles 3, also known as  
16 Los Angeles 300, North Los Angeles.

17 Q And after you -- after you were notified about this --  
18 were you given a reason in this email, as far as you can see?

19 A No reason.

20 Q Were your cases at the L.A. 3 Court, that's listed here as  
21 the North Los Angeles Court, were they taken away from you?

22 A Yes, they all were.

23 Q And if they reassign these cases to you, they have been  
24 reassigned from you, were they replaced with cases at this  
25 time? Do you know?

1 A No, they were not.

2 MS. HADDAD: Your Honor, move to admit GC Exhibit 123.

3 MR ROBERTS: No objection.

4 JUDGE ROSAS: 123 is received.

5 **(General Counsel Exhibit Number 123 Received into Evidence)**

6 MS. HADDAD: Oh, I'd also move to admit GC Exhibit 122, if  
7 I didn't do so.

8 MR ROBERTS: No objection.

9 JUDGE ROSAS: 122 is received.

10 Q BY MS. HADDAD: I'd like to refer you to -- was this the  
11 only email that you received about your disqualification?  
12 About a disqualification from E.O.I.R.?

13 A No.

14 Q Did you receive an email later that week concerning  
15 disqualification from E.O.I.R.?

16 A Yes.

17 Q Your Honor, may I take a brief recess?

18 JUDGE ROSAS: Sure.

19 MS. HADDAD: Thank you.

20 JUDGE ROSAS: Off the record. We'll take five.

21 (Off the record at 2:08 p.m.)

22 Q BY MS. HADDAD: You testified that you were -- after  
23 receiving this email on January 8th, 2016, that you were  
24 disqualified shortly thereafter by all -- from all E.O.I.R.  
25 Court. At that time, were you given a reason by SOSI, as to

1     why you were disqualified?

2     A     I was never given a reason by SOS International.

3     Q     Did you ever speak to anyone from E.O.I.R. about your  
4     disqualification?

5     A     Yes, I did.

6     Q     Who did you speak to?

7     A     I spoke to Karen Manna, Chief Director of Language  
8     Services.

9     Q     And what did she tell you?

10    A     She told me that SOS International is responsible of  
11    notifying me of anything related to a disqualification, a  
12    conduct issue, or anything under the SOSI contract.

13    Q     Did she tell you who would be responsible for your  
14    reinstatement?

15    A     She told me that SOSI is responsible for my reinstatement.

16    Q     I'd like to refer you to what's been marked as GC Exhibit  
17    125. Please disregard 124 at this time. What's this email?

18           Just take a look through this email chain. What's this  
19    email about?

20    A     After I think conversation with Ms. Manna, I asked her to  
21    please provide an email.

22    Q     Provide an email to who?

23    A     To Maria Ayuso at the time, who was a quality assurance  
24    interim manager.

25    Q     Did Ms. Manna tell you -- when you spoke with her on the

1 phone, did she tell you that you had in fact been disqualified?

2 A She told me I in fact, have never been disqualified. And  
3 she offered to get my file.

4 Q Did she get your file?

5 A She got the file, I was on the phone.

6 Q And what did she tell you?

7 A She was appalled.

8 MR ROBERTS: Objection.

9 JUDGE ROSAS: I'm going to sustain that. Go ahead.

10 Q BY MS. HADDAD: What did she tell you about your file?

11 A She told me my file was fine and that she did not agree  
12 with me having to contact her, when SOSI is the one who has to  
13 notify me, and my questions to be answered by SOSI.

14 Q So this email chain, it appears that Ms. Manna forwarded  
15 you an email from somebody else at E.O.I.R. that was sent to  
16 SOSI. Is that right?

17 A Yes.

18 Q And in her email to you, so that first email, what's the  
19 date of that email?

20 A January 11th, 2016.

21 Q And what does she say in this email?

22 MR ROBERTS: Objection, it speaks for itself.

23 MS. HADDAD: That's fine.

24 JUDGE ROSAS: Go ahead. You can lead.

25 Q BY MS. HADDAD: Does it say that you've been reinstated?



1 A In this email, it says that I've been reinstated to all  
2 locations.

3 Q Below this, there's an email from Mr. Wiggin to -- it says  
4 E.O.I.R. next to his name, to various people it appears that  
5 one is Maria Ayuso and then others are E.O.I.R. And it states  
6 below that there's, "please keep in place the exclusion for  
7 A087602-35." Is this the exclusion, was this case number a  
8 case that you worked, while you worked for SOSI?

9 A No. This is a Lionbridge case. That particular number is  
10 for a Lionbridge case that I worked when I first started.

11 Q It was back in 2009?

12 A It was back in 2009.

13 Q Okay. Your Honor, move to admit GC Exhibit 125.

14 MR ROBERTS: No objection.

15 JUDGE ROSAS: 125 is received.

16 **(General Counsel Exhibit Number 125 Received into Evidence)**

17 Q BY MS. HADDAD: So the cases that were taken away from you  
18 for the time that you were disqualified, did -- were they --  
19 did you ever get them back?

20 A No, I did not.

21 Q Did you get other cases, replacement cases, for those that  
22 had been taken away?

23 A I did not get replacement cases. I was issued cases as  
24 they were available.

25 Q Do you know who Maria Elena Walker is?

- 1 A Yes.
- 2 Q And who is she?
- 3 A She is a colleague.
- 4 Q Does she also work -- did she also work at SOSI at the  
5 time that you worked for SOSI?
- 6 A Yes.
- 7 Q I'd like to refer you to what's been marked as GC Exhibit  
8 36. Did you draft this petition? Oh, I'm sorry. I'll wait.  
9 I'll give you a moment to find it.
- 10 A I have it in front of me.
- 11 Q Please take a look at this. Did you draft this petition?
- 12 A In conjunction with other colleagues.
- 13 Q Who else helped draft this petition?
- 14 A Many interpreters helped draft this.
- 15 Q Do you have any names?
- 16 A Yes.
- 17 Q What are they?
- 18 A Even if they're not here? It's okay to elicit their  
19 names?
- 20 Q Yes.
- 21 A Okay. Angel Garay, Diana Illaraza, Odalys Nanin, Charles  
22 Gray, Stephany Magana, Jo Ann Gutierrez Bejar, Claudia Sanchez,  
23 Maria Portillo, Patricia Rivadeneira, Sarah Thomas, Aroxi  
24 (phonetic).
- 25 Q Does this petition address only your concerns? Or did it

1 address -- excuse me. Did this petition only address your  
2 concerns?

3 A Absolutely not.

4 Q Did it address the concerns of other interpreters as well?

5 A Yes. This was a collective petition.

6 Q I'd like you to look at the two pages of signature on the  
7 back. Did you collect these signatures?

8 A Yes.

9 Q How did you get these signatures?

10 A These I obtained I person.

11 Q Where were you when you obtained these signatures?

12 A In Los Angeles.

13 Q And were you by the E.O.I.R. Courts?

14 A Across the street and in different downtown locations.

15 Q Were these the only signatures that you got for this  
16 petition?

17 A No.

18 Q How did you get other signatures?

19 A We obtained signatures through email, text message, screen  
20 shots, WhatsApp messages, personal messages.

21 Q Did -- they're not attached to this --

22 A And faxes.

23 Q Well, they're not attached to this petition, but -- well,  
24 let me first ask, did you submit this petition with signatures  
25 to SOSI?

1 A Yes.

2 Q Did you also submit it to the language services unit  
3 chief?

4 A Yes.

5 Q And did you email it or mail it?

6 A We always -- we mailed.

7 Q And did -- the other signatures that you had collected,  
8 did you mail those as well?

9 A We mailed the ones that were collected in person. On some  
10 petitions we -- on this petition we mailed in-person  
11 signatures.

12 MS. HADDAD: Your Honor, I move to -- sorry, it's already  
13 admitted.

14 Q BY MS. HADDAD: I'd now like to refer you to what has been  
15 marked as GC Exhibit 37. Do you recognize this?

16 A Yes.

17 Q What is this?

18 A This is a petition that we came up with in regard to  
19 online -- well, ongoing evaluations and quality control issues.

20 Q Was this issues that you had with SOSI?

21 A Yes.

22 Q Approximately how many interpreters worked on drafting  
23 this petition?

24 A Ten.

25 Q I'd like to refer you to the signature pages on the back.

1 Did you collect these signatures? There's approximately one,  
2 two, three, four five -- five pages.

3 A These, but there were more.

4 Q How were the other -- were the other ones physical sheets  
5 like this?

6 A They were single sheets. Sometimes interpreters would  
7 take a picture of the petition and then sign underneath it, and  
8 then send a picture of that. Or they would send it by email.  
9 So you have -- you have boxes to write them in person, and then  
10 people would individually email them, scan them, fax them, send  
11 them as pictures, as well.

12 Q And did you submit this petition to SOSI?

13 A Yes.

14 Q Did you submit it with the signatures attached?

15 A Yes.

16 Q The signatures that came to you piece meal, it seems like,  
17 did you -- did you also submit those to SOSI?

18 A No. We had deadlines. We had a date, a closing date for  
19 when we were going to be mailing things. Oftentimes, because  
20 this was a national effort as well, we had signatures come in  
21 after our deadlines.

22 Q How did you send this to SOSI?

23 A Through mail, sometimes through Fed Ex.

24 Q Okay.

25 A And sometimes U.S. Postal Service.

1 Q I'd also like to refer you to -- skipping 126, looking at  
2 120 -- GC Exhibit 127, did you also email a courtesy copy to  
3 Ms. Anderson?

4 A Yes.

5 Q Is this a copy of that email? Oh, 127?

6 A 127, yes.

7 Q And are the attachments in there -- are those, when it  
8 says, "Final, in-house" does that refer to the first page of  
9 this petition?

10 A Yes, it does.

11 Q And the in-house signatures that come after, are those  
12 each page of this petition?

13 A Yes.

14 Q And I'd like to refer you to GC Exhibit 128. Is this --  
15 was this Ms. Anderson's response?

16 A Yes.

17 MS. HADDAD: Your Honor, move to admit GC Exhibit 127 and  
18 128.

19 MR. ROBERTS: No objection.

20 JUDGE ROSAS: 127, 128 are received.

21 **(General Counsel Exhibits Number 127 and 128 Received into**  
22 **Evidence)**

23 Q BY MS. HADDAD: Did you ever send a separate statement in  
24 support of your petition to SOSI?

25 A Yes, on --

1 Q Actually, I'd like to refer you to GC Exhibit 126. Is  
2 this such a statement?

3 A 126?

4 Q Yes.

5 A Yes, this is a statement I personally wrote to Ms. Phyllis  
6 Anderson.

7 Q Do you know whether other interpreters also wrote personal  
8 statements to Ms. Anderson?

9 A We collected them, so yes, I do.

10 Q And was this all in support of one of the petitions that  
11 you had sent?

12 A This letter in front of me, dated February 16, 2016, is in  
13 support of two petitions.

14 Q And which petitions were those?

15 A It was for our first petition dated January 14th, and then  
16 our second petition regarding evaluations and quality control  
17 issues.

18 Q The in-house language unit --

19 A Yes.

20 Q -- department?

21 A Yes.

22 Q Okay.

23 MS. HADDAD: I'm on GC Exhibit 37, let the record reflect  
24 that I'm just referring to GC Exhibit 37. I'd like to move to  
25 admit GC Exhibit 126, please.

1 MR. ROBERTS: No objection.

2 JUDGE ROSAS: 126 is received.

3 **(General Counsel Exhibit Number 126 Received into Evidence)**

4 Q BY MS. HADDAD: Please refer to Exhibit GC-129. Was this  
5 Ms. Anderson's reply to you concerning your January 24th, 2016  
6 petition?

7 A Yes.

8 Q Thank you.

9 MS. HADDAD: Your Honor, move to admit GC Exhibit 129.

10 MR. ROBERTS: No objection.

11 JUDGE ROSAS: 129 is received.

12 **(General Counsel Exhibit Number 129 Received into Evidence)**

13 Q BY MS. HADDAD: Finally, I'd like to refer you to GC  
14 Exhibit 130. Did you receive this email?

15 A Yes.

16 Q And who was it sent by?

17 A Phyllis Anderson.

18 Q And who -- and were you in receipt of this email?

19 A Yes.

20 Q Was one of your concerns with your initial petition about  
21 the evaluation process at SOSI?

22 A Evaluation process was one of my concerns, yes.

23 Q And in this email, does Ms. Anderson state whether  
24 Ms. Walker will be conducting evaluations? I believe it's the  
25 last sentence of the first paragraph or the last --



1 A In the last sentence, it specifies Ms. Walker will not be  
2 conducting evaluations of interpreters in the Los Angeles area.

3 Q And does this email reference your other petitions as  
4 well?

5 A It does not.

6 Q Well, does it -- I'd like to direct your attention to the  
7 second paragraph?

8 A On the second paragraph, it acknowledges that there are  
9 more than one petition.

10 Q And it states that it'll be implementing -- well, scratch  
11 that, it speaks for itself.

12 MS. HADDAD: Move to admit GC Exhibit 130.

13 MR. ROBERTS: No objection.

14 JUDGE ROSAS: 130 is received.

15 **(General Counsel Exhibit Number 130 Received into Evidence)**

16 Q BY MS. HADDAD: We've stipulated on the record that you  
17 have to get approval from your coordinator to switch cases.  
18 I'd like to refer you to GC Exhibit 12, please. It's a thin,  
19 two-page -- wait, that's not right. Actually, I'm sorry, hold  
20 on one second. I'd like to refer you to what's been marked as  
21 GC Exhibit 11, the one before 12?

22 A I'm looking at Exhibit 11, now.

23 Q Can you please refer to the second and third pages?

24 A Yes.

25 Q Basically, what's happening here, briefly?

1 A We are talking about a longstanding protocol in our  
2 profession, which is a rotation of interpreters as well as  
3 other quality control issues.

4 Q Did you also let your coordinator, Mr. Siddiqi, know that  
5 you were giving some cases to -- some of your own cases to Jo  
6 Ann Gutierrez-Bejar?

7 A Yes.

8 Q And is Mr. Siddiqi's response on page 2 of this email,  
9 going into page 3?

10 A Yes, I can read his response on the bottom.

11 Q And then it goes over to the next page. Where he -- did  
12 he approve the switch?

13 A He finally did, but he let me know that's not something  
14 that I can do.

15 Q When you say not something that you can do, do you mean  
16 assign cases?

17 A I'm not allowed to assign cases --

18 Q Do you --

19 A -- while working under SOS International.

20 Q -- did you take this to mean that this wasn't merely a  
21 rubberstamp of your agreement to switch cases with -- or to  
22 give a case to Jo Ann Gutierrez-Bejar?

23 A I took this very seriously.

24 Q Right. So you had agreed to give some of your cases to  
25 Ms. Bejar?

1 A Correct. Yes.

2 Q And Mr. Siddiqi approved it, but gave it with a caveat; is  
3 that right?

4 A That is right, and there were also phone calls as well.

5 MS. HADDAD: Your Honor -- actually, this is already  
6 admitted. Thank you.

7 Q BY MS. HADDAD: Could you -- I don't know if I asked this  
8 to you earlier, but could you subcontract your assignment to  
9 other interpreters?

10 A Not while working for SOSI, no.

11 Q Do you know what team interpretation is?

12 A Yes.

13 Q And what is it?

14 A Team interpreting is a professional standard that most  
15 courts implement and it comes from the United Nations. So  
16 there was a study at the UN that's determined that an  
17 interpreter, after one hour's time without break, can possibly  
18 have the quality diminish of that interpretation.

19 Q So what does team interpretation do?

20 A So team interpreting was invented initially in the '40s,  
21 but they decided to trade off so that the quality would remain  
22 high, you want to give interpreters breaks. And with a team,  
23 you have two interpreters, or it could be more than one -- more  
24 than two on rotation.

25 Q Do you know whether in-house interpreters who work at

1 E.O.I.R. can participate in team interpretation?

2 A They do.

3 Q And does SOSI allow its interpreters to engage in team  
4 interpretation?

5 A SOSI does not allow it.

6 Q And how do you know SOSI does not allow it?

7 A Because we inquired both in writing and orally many times  
8 and we're denied many times.

9 Q Would that have required having two interpreters assigned  
10 to one case?

11 A That would mean that interpreters would be on rotation --  
12 two interpreters to one case, yes.

13 Q Okay. And I apologize if I've already asked you this, you  
14 had -- you've seen in-house interpreters at E.O.I.R. engage in  
15 team interpretation?

16 A Yes, everywhere else I've been, except for working under  
17 SOSI.

18 Q Were you allowed to do team interpretation under  
19 Lionbridge?

20 A Under Lionbridge, we were able to. Yes, some team  
21 interpreting.

22 Q How often are you in contact with your -- were you in  
23 contact with your coordinator? I know you've had several, but  
24 how often, in general, were you in contact with your  
25 coordinator?

1 A Under SOSI's contract, every day.

2 Q Okay.

3 A Including weekends, sometimes.

4 Q Did you continue to be involved with the Union after  
5 starting work for SOSI?

6 A Yes.

7 Q All right

8 MS. HADDAD: Your Honor, I'd like to refer everyone's  
9 attention to GC Exhibit 131.

10 Q BY MS. HADDAD: This is an email entitled "IGA meeting  
11 02/20." Is this email about the Union?

12 A Yes.

13 Q And did you send -- what date did you send this?

14 A February 21st, 2016.

15 Q Did you send it to other interpreters?

16 A Yes.

17 Q Other interpreters who worked for SOSI?

18 A Yes.

19 MS. HADDAD: Move to admit GC Exhibit 131.

20 MR. ROBERTS: No objection.

21 JUDGE ROSAS: 131 is received.

22 **(General Counsel Exhibit Number 131 Received into Evidence)**

23 Q BY MS. HADDAD: I'd like to refer everyone's attention to  
24 GC Exhibit 25. Do you recognize this email?

25 A Yes.

1 Q Had you received this email?

2 A Yes.

3 Q And on the back there's -- the last page was a press  
4 release drafted. Who drafted that press release, do you know?

5 A Jo Anna Gutierrez-Bejar, but it was also done  
6 collectively, as well.

7 Q Did -- what did you do with this press release? Did you  
8 send it to anyone, do you recall?

9 A Yes, we had a media contact list for different languages,  
10 and we sent it out nationwide as well as statewide.

11 Q Approx -- was this to over ten contacts?

12 A Also to the UK.

13 Q Was this over ten contacts?

14 A I'm sorry, repeat that?

15 Q Did you send it to over ten organizations or people?

16 A Yes, many more than ten.

17 Q Okay. Through -- let's see -- I'd like to discuss an  
18 issue that occurred in summer of 2016 involving relay cases.  
19 If you would look at GC Exhibit 40? Here it is.

20 A Yes.

21 Q Can you just flip through this? Do you recognize these  
22 emails?

23 A I do.

24 Q And what is this chain of emails about?

25 A This is, again, about quality control issues,

1 specifically, relay interpretation.

2 Q Was this an issue that involved other interpreters as  
3 well?

4 A Yes.

5 Q And it looks like there's a pretty lengthy chain between  
6 you and Claudio Thornton, and other interpreters were cc'd.  
7 did you speak to Ms. Thornton at all in -- after this email  
8 exchange about the issues that you were raising concerning the  
9 relay cases?

10 A Yes.

11 Q And when, approximately, did you speak with Ms. Thornton?

12 A I spoke to her after this email.

13 Q Was it -- would you say it was sometime in June 2016?

14 A It was in the summer of 2016.

15 Q And how did you come to speak to her?

16 A I called her, and she answered.

17 Q What did you talk about?

18 A Quality control issues.

19 Q And what, if anything, did she say?

20 A She told me she didn't understand why so many interpreters  
21 go to me looking for answers. And she said that while she  
22 appreciated my help during the transition, I was doing things  
23 that would cost the company more money.

24 Q Was she referring to the relay cases at this time?

25 A At this time, not just the relay cases, no.

- 1 Q What else was she referring to, do you know?
- 2 A All of the letters that we wrote as a group, all of the
- 3 campaigning we did.
- 4 Q Did she name those?
- 5 A She named the letters.
- 6 Q How long did this conversation last, approximately?
- 7 A 15 minutes.
- 8 Q Did you end the conversation on what you believed were
- 9 good terms?
- 10 A Not for me, no.
- 11 Q Despite all of these issues, did you want to continue to
- 12 keep working for SOSI?
- 13 A Yes.
- 14 Q And why is that?
- 15 A I had never dedicated this much time and effort to try and
- 16 see a contract through.
- 17 Q I'd like to refer you to what has been marked as GC
- 18 Exhibit 132. All right. Do you recognize this email?
- 19 A Yes.
- 20 Q For 132. And was your contract extension denied?
- 21 A Yes, it was denied.
- 22 Q Was any reason given?
- 23 A I never obtained a reason.
- 24 Q So nothing was said about your work product?
- 25 A Not at that -- not in this email, no.



1 MS. HADDAD: Your Honor, move to admit GC Exhibit 132.

2 MR. ROBERTS: No objection.

3 MS. HADDAD: Thanks.

4 JUDGE ROSAS: 132 is received.

5 **(General Counsel Exhibit Number 132 Received into Evidence)**

6 Q BY MS. HADDAD: Did you take part in demonstrations  
7 outside of the E.O.I.R. on August 25th and August 26th, 2016?

8 A Yes, I did. I also helped coordinate them.

9 Q And were there signs about SOSI at the demonstration?

10 A Yes, there were.

11 Q Was the media present?

12 A Yes, they were.

13 Q Do you know whether pictures of the demonstration got  
14 posted on the WhatsApp group?

15 A Yes, they did.

16 Q What were the signs that were about SOSI? What did they  
17 say; do you know -- do you remember?

18 A Yes, shame on the DOJ for hiring SOSI that's one of them.  
19 And the other was Shame on the DOI for turning a blind eye to  
20 injustice.

21 Q I'd like to refer you to Exhibit 133. Did you write this  
22 email?

23 A Yes, I did.

24 Q How did you hear about this document -- this data breach?

25 A I was not working for SOSI at the time. I never have

1 again. But I was still in constant communication with my  
2 colleagues nationwide and there was -- there were  
3 instructions -- SOSI regularly gave directions and instructions  
4 nationally. So one email reached all of the -- all or most of  
5 the interpreters that we know of, and there were instructions  
6 to upload your contract renewal. And a username and password  
7 were not individually issued.

8 Q So did you hear this from -- you say that you were in  
9 contact with other interpreters, did they tell -- did anyone  
10 tell you whose information was visible?

11 A Yes, and I saw it myself as well.

12 Q Now, did you let Maria Elena Walker know that her  
13 information was visible?

14 A I called her personally.

15 Q And why did you let her know?

16 A I thought it was a decent thing to do.

17 Q And had she not known before you called her?

18 A She did not know.

19 Q Okay. After your contract was not -- after you were not  
20 given an extension, did you apply for unemployment insurance?

21 A I did.

22 Q And were you granted unemployment insurance?

23 A I was.

24 Q Were you granted unemployment insurance along with other  
25 interpreters?

1 A Yes, I led a campaign for that and other interpreters were  
2 also granted.

3 Q I'd like to refer you to what's been marked as GC Exhibit  
4 134. Is this your EDD award?

5 A This is my specific EDD award, but there were others.

6 Q Okay.

7 MS. HADDAD: Move to admit GC Exhibit 134.

8 MR. ROBERTS: Objection. Not relevant.

9 JUDGE ROSAS: Reasons previously stated, I'll receive it,  
10 although objection to 134, give it whatever weight is  
11 appropriate.

12 **(General Counsel Exhibit Number 134 Received into Evidence)**

13 MS. HADDAD: Your Honor, move to admit GC Exhibit 133 as  
14 well.

15 MR. ROBERTS: No objection.

16 JUDGE ROSAS: 133 is received. I'm going to need a  
17 copy.

18 **(General Counsel Exhibit Number 133 Received into Evidence)**

19 MS. HADDAD: Oh, the copy's not included? Thank you.

20 Q BY MS. HADDAD: At the time that you entered into the  
21 contract with SOSI, did you believe you were an independent  
22 contractor?

23 A I did not believe it, but that is what I signed.

24 MS. HADDAD: Your Honor, nothing further.

25 JUDGE ROSAS: Charging party?

**CROSS-EXAMINATION**

1

2       Q     BY MS. BRADLEY: Good afternoon, Ms. Estrada. Do you  
3 recall earlier in your testimony when there was a discussion of  
4 assistance that you provided to SOSI in the early period, when  
5 SOSI first took over the contract?

6       A     Yes.

7       Q     Okay. And I believe it was your testimony that you, along  
8 with a few other individuals in the Los Angeles area, assisted  
9 SOSI with the assignment of cases during that early period; is  
10 that correct?

11      A     Yes.

12      Q     Do you have any knowledge of other interpreters assisting  
13 SOSI in this manner outside of the Los Angeles area?

14      A     No.

15      Q     Okay.

16            MS. BRADLEY: No further questions, Your Honor.

17            JUDGE ROSAS: Cross?

18            MR. ROBERTS: Any statements and subpoena production,  
19 please.

20            MS. HADDAD: I believe Ms. Estrada has her --

21            THE WITNESS: Yes.

22            JUDGE ROSAS: All right. Let's go off the record.

23            MR. ROBERTS: Start with 15 minutes.

24            JUDGE ROSAS: Okay.

25            (Off the record at 2:48 p.m.)

1 MS. HADDAD: Yes, Your Honor, I think we can start.

2 JUDGE ROSAS: Okay. All right. Back on. Respondent,  
3 cross.

4 **CROSS-EXAMINATION**

5 Q BY MR. ROBERTS: Ms. Estrada, are you employed by the  
6 Union at this time?

7 A Yes, that is correct.

8 Q And is that the CWA or the IGA or both?

9 A CWA is the parent union. IGA is a sub-unit.

10 Q Okay.

11 A I do not work for IGA.

12 Q Okay.

13 A I work for CWA.

14 Q And when did you start working for CWA?

15 A Towards the -- around June 2016.

16 Q And what was your -- what is your current position there?

17 A I participate in outreach and a campaign to unionize  
18 interpreters.

19 Q And is that the same position you've held the entire time?

20 A I've only been employed as of June 2016 with CWA.

21 Q June 2017 or '16?

22 A I'm sorry, June 2017.

23 Q Okay. I thought you said '16.

24 A I did, and I'm correcting that. It's -- I've been  
25 employed CWA June 2017 this year.

1 Q Okay. Now, you've testified about your negotiations --  
2 well, first of all, you -- when did you first become aware that  
3 Lionbridge was losing the contract -- the government contract  
4 and SOSI was going to take over?

5 A Right after the judges' conference.

6 Q When was that?

7 A I don't have an exact date.

8 Q Do you know what month it was?

9 A It was in the summer of 2015.

10 Q Okay. And how soon -- well, at that time, what was your  
11 rate structure at Lionbridge?

12 A At Lionbridge I had an hourly rate structure.

13 Q And what was that hourly rate?

14 A It was 50 for local cases, and then I had a flat travel  
15 fee, that was any time I left Los Angeles and I went to a  
16 different city, I had a full day rate.

17 Q Okay. And what was the full day rate?

18 A One city I would be paid \$385. And then if it was  
19 further, 400. I got paid 600 --

20 Q Your hourly wage --

21 A -- for San Diego.

22 Q I'm sorry, go ahead and finish.

23 A So there were different rates per city.

24 Q Okay. Your hourly rate, was there a guaranteed minimum  
25 number of hours?

1 A No, I did not have a minimum.

2 Q Okay. So when -- after you learned that SOSI was taking  
3 over the contract, how quickly did you start to reach out to  
4 other interpreters?

5 A I knew knowledge -- I had knowledge that the company would  
6 be changing, and then about two weeks later --

7 Q Okay.

8 A -- I started communicating with other colleagues.

9 Q Did you have -- yourself, you had any early -- I believe  
10 there's an email from you to Ms. Northcutt in early September,  
11 was that the first time that you had communicated with her or  
12 with anyone with SOSI?

13 A The first person I ever spoke to from SOS International,  
14 was a woman named Maria Miller.

15 Q Okay. And what -- your understanding as to her position  
16 was what?

17 A My understanding was that she was going to be our  
18 recruiter.

19 Q And was this a telephone conversation?

20 A This was a telephone conversation. There were many of  
21 them. She was always very friendly.

22 Q Okay. And what was the substance of that first  
23 conversation?

24 A The substance of the first conversation was introducing  
25 herself and that she would be assigned to California, but did

1 not know what region. And she would also be working with Juan  
2 Lemus. I'm sorry, she introduced me into Juan -- or I heard of  
3 Juan the first time from her.

4 Q Okay. And was there any discussion of terms for the  
5 contract at that point in time?

6 A Not with Maria Miller, no.

7 Q Okay. Was it your understanding that she was reaching out  
8 to you as an individual and not as a representative of some  
9 larger group at that time?

10 A I always spoke in "we" and as -- referred to ourselves as  
11 a group.

12 Q Okay. But you may have said, did you -- she called you,  
13 right? She contacted you first?

14 A She called me and she knew -- already knew who I was.

15 Q Okay. And so from the substance of the conversation, was  
16 it clear that you were speaking on behalf of others at that  
17 point in time?

18 A I had conversations with Maria Miller where it was clear  
19 that I was speaking for a group.

20 Q Okay. And who was the first person with SOSI that you  
21 spoke to in which you discussed any definitive terms of a  
22 contract, such as rates or other provisions of a contract?

23 A I spoke to a Mr. Ted Meade.

24 Q And what was your understanding as to what his position  
25 was?



1 A His position was that he was also a recruiter, but did not  
2 have a specific region. Although, I was -- it was brought to  
3 my attention that he was working in the southern Texas area.  
4 And he expressed that SOSI was proposing a one-hour rate and  
5 then every additional rate would be a decrease --

6 Q And was that the first time --

7 A -- in compensation.

8 Q -- was that the first time there had been any -- to your  
9 knowledge there'd been any discussion of any specific terms of  
10 a contract?

11 A That was the first time that I had knowledge of that, yes.

12 Q And this would have been after, at least your first  
13 conversation with Ms. Miller?

14 A There were several conversations with Ms. Miller around  
15 the same week.

16 Q Okay. And do you know what month? Was this August,  
17 September, with Mr. Meade?

18 A With Mr. Meade it would have been the last week of August.

19 Q Okay. And so he told you at that time that they were  
20 proposing a hourly rate, but the rate would decrease each hour?  
21 The first hour would be one rate, then the second hour would be  
22 a lesser rate; is that what you're saying?

23 A Yes.

24 Q Was there any discussion of other terms at that point in  
25 time, minimum hours or anything like that?

1 A I expressed to him that that would be unacceptable that  
2 that was not commensurate of professional standards.

3 Q Okay. And what did he say in return?

4 A And I also expressed that it was an unfair way to work.

5 Q Okay. And what was his response?

6 A That there was no room for negotiation.

7 Q Okay. And so did you have further conversations with  
8 Mr. Meade after that?

9 A I only had one conversation with Mr. Meade.

10 Q Okay. Who was the next person that you, with SOSI that  
11 you spoke to about any terms of the contract?

12 A After Mr. Meade -- now, when you say SOSI, do you mean  
13 SOSI staff?

14 Q Any representative of SOSI.

15 A Representative of SOSI. After Mr. Meade, I continued to  
16 speak to Maria Miller, and Kayla Northcutt as well.

17 Q Okay. Well, with Mr. Miller, did you ever discuss terms  
18 of the contract?

19 A No.

20 Q Okay. So you then -- the next person would have been  
21 Ms. Northcutt?

22 A Yes.

23 Q And I know there's some email exchanges, but did you have  
24 telephone conversations, too?

25 A Yes, we had many.

1 Q Okay. And were those initiated by her, you, or a  
2 combination of both?

3 A Combination.

4 Q Okay. And during what timeframe were your -- like what  
5 month were your discussions with Ms. Northcutt?

6 A With Ms. Northcutt, the early part of September.

7 Q Okay. And you understood her to be a recruiter, too,  
8 correct?

9 A I understood everyone to be a recruiter. And also, about  
10 to be assigned to different regions as coordinators.

11 Q Okay. And your conversations, you had -- you said  
12 multiple conversations with Ms. Northcutt. Can you put a  
13 number on that? Not exact, but are we talking about five, ten,  
14 more than ten?

15 A More than ten.

16 Q Okay. And the general -- was there a -- the average  
17 length of those conversations, are we talking 5 minutes, 30  
18 minutes, what are we talking?

19 A They were always brief because she always had to report to  
20 someone else.

21 Q You understood Ms. Northcutt was not a decision maker in  
22 terms of what rates would be approved or not?

23 A Yes, that's correct.

24 Q In other words, she needed approval from someone higher  
25 than herself before she could commit or agree to any kind of

1 rate, correct?

2 A I understood that she was not the person to discuss  
3 contract terms with.

4 Q Okay. But nevertheless, ya'll did discuss -- you did --  
5 she was an intermediary of some sort between yourself and SOSI  
6 higher management?

7 A She was part of the initial outreach to interpreters for  
8 this transition.

9 Q Okay. So you -- but did you have discussions with her  
10 about specific terms for inclusion in a contract?

11 A We had some conversations.

12 Q Okay. All right. So you had those discussions you say  
13 with Ms. Northcutt in the early part of September. Was there  
14 anyone else that you spoke to after -- I know eventually, you  
15 spoke to Martin Valencia, but was there anyone after  
16 Ms. Northcutt and before Mr. Valencia that you spoke to?

17 A Not discussing contract terms or rates --

18 Q Okay.

19 A -- but I did have conversations with Kaila Northcutt,  
20 Phyllis Anderson, Maria Miller. There were some individuals on  
21 the security side on the back end and backgrounds check --

22 Q Okay?

23 A -- I did have conversations with them as well.

24 Q Okay. With respect to Ms. Anderson, you understood her to  
25 be the human resources manager?

1 A I understood her to be a part of human resources. I did  
2 not know what her title was.

3 Q Okay. And what was in -- what type of discuss -- you said  
4 it was not about rates or terms, so what was the substance of  
5 your discussion with her?

6 A She would often express her gratitude and appreciation for  
7 assisting in the transition. A lot of SOSI staff did that.

8 Q Were you made aware by any of the SOSI representatives  
9 that you were speaking with that they did not have a database  
10 from Lionbridge? In other words, they didn't have all the  
11 contact information from Lionbridge for all the incumbent  
12 interpreters?

13 A Repeat your question one more time.

14 Q Okay. Well, did you become aware in your discussions with  
15 SOSI management or SOSI representatives that one of the  
16 problems Lionbridge -- I mean that SOSI was having was that  
17 they didn't have a comprehensive database from Lionbridge, that  
18 Lionbridge had declined to provide that?

19 A No one ever expressed to me that point ever during my work  
20 for SOSI.

21 Q Okay. You said you had discussions also with security  
22 people about -- or in the context of discussing security passes  
23 or -- I may have misunderstood you, but something to do with  
24 security. What was that?

25 A There was some SOSI individuals that were helping to

1 process background checks, and security questions could be  
2 directed to them.

3 Q Okay. And you understood that because you were going to  
4 be an interpreter in the E.O.I.R. courts that there were  
5 certain security clearances that were required?

6 A I understood that I had Lionbridge security clearances.

7 Q Okay. Did you -- were you advised that you needed to  
8 renew those clearances in some fashion for -- since SOSI was  
9 taking over?

10 A Martin Valencia expressed that our security clearances  
11 would be grandfathered in or automatically put into place.

12 Q Okay. So what was the -- if you know, what was the  
13 purpose of the -- any conversation -- you said you had a  
14 conversation with somebody about security. Was that Martin  
15 Valencia or was that somebody else?

16 A No.

17 MS. HADDAD: Objection. I don't -- I don't recall that  
18 she stated that she had conversations with anyone about  
19 security on direct.

20 MR. ROBERTS: I think she did, but I'll rephrase it.

21 Q BY MR. ROBERTS: Did you have discussions with anyone  
22 about security issues?

23 A There were individuals on SOSI's team during the  
24 transition that we were directed to for security and background  
25 questions.

1 Q Okay. Other than those conversations, was Martin Valencia  
2 the next SOSI representative that you spoke to in term -- in  
3 the context of any discussion of terms of the contract?

4 A Again, I did not speak about contract terms with other  
5 people. It was Mr. Valencia, Claudia Thornton; later, Phyllis  
6 Anderson; later, Maria Ayuso; later, Sergey Romanov as well as  
7 Mr. Juan Lemus.

8 Q When was your -- what month, if you recall, did you first  
9 speak to Mr. -- did you become aware of Mr. Valencia?

10 A I do not recall the exact date, but it was on or about  
11 September 2015.

12 Q And you -- I believe you -- thereafter you would have --  
13 you had contact -- you said -- I believe you testified you had  
14 at least three -- the final negotiation you said was on  
15 October 31st, 2015, correct?

16 A The final portion in writing.

17 Q Okay. And before that, though, you said that there were  
18 three, what you characterize, I believe, as large -- longer  
19 conference calls and a significant number of shorter conference  
20 calls.

21 A The Friday was one of our longest days.

22 Q I don't know what day of the week the 31st was. Do you  
23 happen to know? If you don't it's okay, I'm just trying to  
24 place this in context. You're referencing a Friday.

25 A I believe it was -- October 28th was a Friday, and then

1 29th was Saturday.

2 Q All right. And --

3 A 30th was Sunday --

4 Q And then the 31st --

5 A -- 31st was Monday.

6 Q So in any event, assuming that's correct, you had a call  
7 on the 28th, Friday the 28th of October; is that correct?

8 A We had calls that week. Our longest day during  
9 negotiations was a Friday. And I cannot give you the exact  
10 dates.

11 Q But it would have been the Friday preceding the 31st of  
12 October, correct?

13 A That is right, yes.

14 Q And if you're correct that October 31st was a Monday, then  
15 it would have been Friday the 28th?

16 A I believe so. I would like to see a calendar to confirm  
17 that.

18 Q But it was shortly before the 31st, a few days before the  
19 31st?

20 A That whole week was intense, but we had two very long  
21 days, the longest day being a Friday.

22 Q Okay. And then you said there were two other significant  
23 conference calls before that. Were they the same week?

24 A Same week.

25 Q Okay. So the three significant -- I'm going to use the



1 term significant, not that any of them were insignificant, but  
2 the three major calls were all that one week leading up to the  
3 31st.

4 A Well, it depends what we mean by significant. So are we  
5 talking about in-person attendance or length or what was  
6 accomplished in the conversation --

7 Q Well, you tell me. You told me they were -- I thought you  
8 testified that there were three major -- major may not be the  
9 word you used --

10 A I said large earlier, and I was referring to in person.

11 Q And you were referring to what?

12 A In-person attendance.

13 Q By that you mean in terms of the interpreter -- the number  
14 of interpreters who were present for the call?

15 A Yes.

16 Q So those may not -- were those also -- well, how would you  
17 characterize those three in terms of their significance, in  
18 terms of the substance of the conversations?

19 A Any meeting that had a large in-person attendance to me is  
20 very significant.

21 Q Okay. All right. Well, let's talk -- you know, since  
22 there were other calls that you said, but let's focus on the  
23 three where you had large attendance. I'm not expecting you  
24 to remember one from the other, but if you can tell us what  
25 were -- was there back and forth going on between you and

1 Mr. Valencia and Ms. Thornton? I mean, this was a negotiation,  
2 right? I mean, there was give and take on both sides?

3 A Yes, there was give and take --

4 Q Okay.

5 A -- on both sides.

6 Q And in terms of what the interpreters were proposing, your  
7 best recollection as to what were the most important terms that  
8 the interpreters were proposing for inclusion in the contract?

9 A We conducted surveys state-wide, and later national ones.  
10 But the state-wide surveys that we conducted we had in front of  
11 us --

12 Q Okay.

13 A -- while on the phone with Claudia Thornton and Martin  
14 Valencia.

15 Q Okay.

16 A Now, there were -- like I said, there were different  
17 calls, conference calls, some that were significant with  
18 in-person attendance, and come that were also significant but  
19 not as large. I just want to make that distinction.

20 Q Okay. Well, we can -- I'm really -- any terms that -- in  
21 any of the calls, what were the most --

22 A They were all significant to me.

23 Q Okay. I understand that and I respect that.

24 A Yeah.

25 Q What were the most -- not just yours personally, but from

1 the group's standpoint, what were the most important terms that  
2 were being proposed?

3 A The most important terms that were being proposed were  
4 half day and full day rates, which we call first session and  
5 second session. The reason we call it first session, second  
6 session was because there was some days where you might be  
7 assigned a half day.

8 Q And those sessions, though -- and I believe we have a  
9 stipulation, but just so it's clear, the intent of that was  
10 that even if you were released after two hours, you would get  
11 paid for the full session rate, correct?

12 A The intent is to be paid for the time you prioritize SOSI.

13 Q Okay.

14 A You block out time for SOSI, you're paid for that block of  
15 time.

16 Q So I'm sure there's a lot of different words we can use to  
17 describe that, but you're saying that it's a block of time, and  
18 you've set it aside and therefore, that's what you're going to  
19 be paid whether you work 30 minutes or four hours, correct?  
20 Because you set that aside, a full half day; is that the  
21 intent?

22 A That's the intent.

23 Q Okay. And the rate that you eventually settled on was 225  
24 for the first session, and if it was a full day, it would be  
25 425, correct?

1 A First session is \$225, second session is 200. That's  
2 locally, only for Los Angeles, without having to drive away  
3 from your home court.

4 Q Okay. And was there a definition of what local was,  
5 within a certain mileage or anything?

6 A Yes. We had -- our colleagues decide which is their home  
7 court. So your home court is the one that you predominantly go  
8 to, and usually is the one that you're closest to.

9 Q Okay. So the interpreters had some discretion in  
10 identifying what they considered their home court then.

11 A It wasn't discretion, it's just that it happened. And  
12 Mr. Valencia brought this to light for us, that -- he said,  
13 SOSI is not going to be responsible for where people choose to  
14 live. And there were a few cases where individuals lived far  
15 from all courts. So to intermittently address that issue, it  
16 was Mr. Valencia's suggestion to pick a home court.

17 Q Okay. And that was deemed acceptable eventually to the  
18 interpreters?

19 A Yes, it was.

20 Q All right. I'm not totally clear. If you're only session  
21 was in the afternoon, was that rate 225 or 200?

22 A Your first session was always 225 --

23 Q So --

24 A -- the reason being that you would pay for parking  
25 irrespective of having one or two sessions. And based on our

1 surveys and information that we gathered, that's what people  
2 agreed on.

3 Q So from the mindset of the interpreters, the extra \$25 for  
4 the first session was to cover certain expenses that were sort  
5 of inevitable whenever you took an assignment down at the  
6 courthouse.

7 MS. HADDAD: Objection. Mindset of the interpreters?

8 JUDGE ROSAS: Rephrase.

9 Q BY MR. ROBERTS: Well, what was the purpose of that  
10 differential then?

11 A That differential was what we agreed on as a group, and  
12 there were higher suggestions, but that's what we agreed on.  
13 And it really wasn't a differential, what it was is, the  
14 interpreter paid for parking, and the two closest parking  
15 spots, one is \$33, that's right adjacent to 606 Olive. And  
16 across the street, it starts going from 33, 28, 20, and the  
17 further away you walk then the more affordable it is.

18 Q Okay.

19 A Even being -- looking for a middle ground, which we often  
20 did, it was still more than \$20 to park. And because we were  
21 going every day, we felt that a company would usually pay for  
22 parking.

23 Q But under this contract, you -- the interpreters  
24 understood that they were responsible for any expenses such as  
25 parking, correct?

1 A I cannot say that interpreters understood that.

2 Q Did you understand that?

3 A Did I understand what exactly?

4 Q That under the contract that was finally agreed to, that  
5 you were responsible, out of your own pocket, for parking  
6 expenses or any other expenses incurred in being transport --  
7 or getting to the courthouse?

8 A Only for parking at the home court.

9 Q Well, was there a discussion of any other expenses that  
10 the interpreters might have?

11 A We had many discussions, and --

12 Q With SOSI, or just internally?

13 A We had many discussions with SOSI staff.

14 Q Before I get to that, you said that we all agreed that the  
15 final rates that were agreed upon were 225 and 200, or a total  
16 of 425 for a full day, correct?

17 A There your local home court only.

18 Q Okay. Local home court. And -- but did the interpreters,  
19 before agreeing on that, propose some higher rate on that?

20 A Yes.

21 Q And what was your starting proposal in terms of the rate  
22 structure?

23 A A lot of colleagues, the second that had many votes was  
24 250 per session.

25 Q And was that actually presented to SOSI that --

1 A It was.

2 Q Okay.

3 A And that is also a professional standard. When you work,  
4 when you have those blocks of time like that, a full day is  
5 generally going to be at a minimum 500.

6 Q When you say it's a professional standard --

7 A Yes.

8 Q -- where did you derive that professional standard from?

9 A Seventeen years of working professionally.

10 Q But at Lionbridge, you were only making \$50 an hour with  
11 no guarantee --

12 A And Lionbridge was not my priority, and I did not work  
13 every day.

14 Q Well, under their contract -- there was never any  
15 discussion -- there was never any discussion that you would be  
16 with SOSI, never any discussion or commitment that you would  
17 ever be guaranteed any certain number of cases or hours per  
18 week, was there?

19 A No. The discussions that we regularly had with SOSI were  
20 about being available Monday through Friday and prioritizing  
21 SOSI.

22 Q Okay.

23 A And that came from SOSI's end to us.

24 Q So you proposed initially a \$500 -- or 250 and 250 --

25 A For home court only.

1 Q -- for home court only, and SOSI had been at -- I  
2 understood, like for Spanish, \$35 an hour, and --

3 A Well, it decreased every additional hour.

4 Q -- within the decrease, so were there intervening steps  
5 that they took before reaching 225 and a total of 425?

6 A No. We -- for almost a month-and-a-half, we had a  
7 don't-sign conversation among colleagues.

8 Q The group -- by the group, I mean all that are encompassed  
9 within the interpreter community that you've been testifying  
10 about, at least the ones that you were in communication with,  
11 there was an understanding that you would not sign an agreement  
12 with SOSI until there was an agreement by the group to that  
13 contract terms?

14 A We voted on everything.

15 Q So -- but you're saying that SOSI eventually -- SOSI never  
16 raised this rate or proposal until you actually -- until the  
17 group came down to 225 and 200, or 425 for local court -- or  
18 home court sessions?

19 A I don't believe I understand your question. Can you  
20 repeat that?

21 Q Well, I'm trying to say -- you said the group made  
22 movement, you made movement, and that there was back and forth  
23 negotiations, so --

24 A In the same week there was back and forth negotiations.  
25 Prior to that week happening, interpreters across the country



1     were not signing the \$35 that SOSI wanted to pay, and in  
2     different regions they had, you know, all kinds of different  
3     numbers were out there. But collectively -- collectively --  
4     but individually, people did not want to sign a contract like  
5     that, and then collectively, it just resulted that way.

6     Q     And when was the 225/425 reached? Was that on the 31st,  
7     or was that --

8     A     That was on a Friday.

9     Q     On the Friday?

10    A     Uh-huh.

11    Q     Okay.

12    A     Yes.

13    Q     What other -- again, I'm sure all terms are important, but  
14    what from a most important standpoint, what other terms were --  
15    of importance were discussed?

16    A     We discussed at length travel assignments.

17    Q     Okay. And it's true, isn't it, that SOSI consistently  
18    rejected including any kind of travel rate in the contract?

19    A     In writing, nothing existed officially for travel rates.

20    Q     Well, they consistently took the position that those would  
21    be negotiated individually, correct?

22    A     No. There were many verbal conversations where  
23    interpreters going to San Francisco for any language would go  
24    for 550 at a minimum. Of course, the interpreter can ask for  
25    more, but that was a conversation that we had with Martin

1 Valencia, we had with several folks. And although it's not in  
2 written form -- except there's an email about it. Besides  
3 that, there was not a written confirmation of it.

4 Q Okay. Well, when you got your -- the ICA that you  
5 actually signed --

6 A Yes.

7 Q -- final agreement, you understood that the terms were set  
8 forth in that agreement, and --

9 MS. HADDAD: Objection. She has stated that she -- it  
10 wasn't in her ICA.

11 JUDGE ROSAS: Hold on. Let's get the entire question out.

12 Q BY MR. ROBERTS: So you understood that the contract was  
13 the contract. In other words, if it wasn't in the contract,  
14 you didn't have it, correct?

15 JUDGE ROSAS: Let me just at this point try to get a  
16 little clarification as to where we're going. I understand  
17 inquiry regarding the activity on the part of the interpreters,  
18 and as far as you're inquiring on that part. And then we get  
19 to a contract ultimately. Positions of the Respondent, why do  
20 we need to continue to probe what was important to them? I  
21 mean, you know, isn't it what ended up being the agreement?  
22 And then obviously, what transpires as things unfold I  
23 understand, but I'm not getting the gist of --

24 MR. ROBERTS: Okay. I'll move it along.

25 Q BY MR. ROBERTS: Let me ask you this, Ms. Estrada, you

1 actually signed the contract -- a contract that did not  
2 include, at least in writing, did not include any commitment as  
3 to travel terms, correct?

4 JUDGE ROSAS: That's yes or no.

5 THE WITNESS: Yes.

6 JUDGE ROSAS: Or you don't know. Okay.

7 Q BY MR. ROBERTS: That contract also did not include any  
8 commitment with regard to any certain number of hours or  
9 assignments that you would have in any week or month, correct?  
10 In the agreement -- the written agreement did not include that,  
11 correct?

12 A I want to take a look at it.

13 Q Well, please do. It's --

14 A But --

15 Q -- GC Exhibit 113.

16 A And now can you ask your question, please?

17 Q Yeah. That agreement, the written agreement does not  
18 include any guarantee or commitment of any certain number of  
19 cases or certain number of assignments in any given week or  
20 month, correct?

21 A Correct.

22 Q It also does not include any prohibition or any guarantee  
23 that a case will not be -- except for the 24-hour cancellation,  
24 there's no provision that -- in fact, there's a provision that  
25 says cases can be canceled, correct?

1 A Direct me to where it says cases can be canceled, please.

2 Q On page 7 -- well, there's a lot of blank pages here, but  
3 it's the page 7, attachment B, cancellations.

4 A I see it.

5 Q Ask so you understood, at least in the written contract,  
6 that cases could be canceled even on short notice, correct?

7 A Yes.

8 Q And only if you had the provision in your agreement  
9 providing for payment in less than 24 hours would you receive  
10 any kind of payment. And I'm looking at page 8, which is the  
11 payment amounts for canceled requirements.

12 A I see what you're talking about.

13 Q All right. After October 31st, you -- when you signed  
14 your contract and then continuing into November, did there  
15 continue to be discussions with SOSI representatives about  
16 other outstanding issues?

17 A So I signed my contract just a few days -- couple days or  
18 few after October 31st.

19 Q Okay.

20 A I was assisting a larger group in the transition. And I  
21 don't believe -- I don't understand your question --

22 Q Well --

23 A -- repeat it, please.

24 Q -- was that the end of your discussions with  
25 Mr. Valencia --

1     A     Absolutely not, no. And actually, we -- the reason I have  
2     to refer to the contract for every clause is because we  
3     received it by piecemeal. So we actually received our first  
4     written forms that we obtained for our discussions and contract  
5     terms were pages 7 and 8, that were also modified a few times.

6     Q     After the 31st or before --

7     A     I can't confirm the dates. But -- so we received pages 7  
8     and 8, and then corrections and modifications are made to that.  
9     And then we received our rules of conduct, ethics; things were  
10    sent in different -- sometimes individually, sometimes as a  
11    group.

12   Q     Got it.

13   A     So it was never the case that we saw the entire thing and  
14    signed it at the same time. That never happened.

15   Q     Now, in -- but during the early part of November, there  
16    were interpreter -- interpreters were being encouraged -- in  
17    your group, you were encouraging interpreters in your group to  
18    sign on to the new agreement, the agreed-upon contract,  
19    correct?

20   A     In November, that was the height of when we encouraged  
21    interpreters nationwide, not just in California, to sign with  
22    SOSI.

23   Q     And at that point in time, it would -- I think you  
24    testified that it was quite chaotic in the early going,  
25    correct?

1     A     Yes. It was chaotic until -- well, there was different  
2     kinds of chaos going on. So in the transitional period, the --  
3     a lot of the chaos was having the right languages per  
4     interpreter. So oftentimes, SOSI staff did not know what  
5     languages were done by what interpreter, or --

6           JUDGE ROSAS: Okay. I'm sorry, are you done? Okay.

7           I'm going to ask at this point, give you a standard  
8     instruction that I have, and that is that, listen to the  
9     question, answer the question. If it seeks to elicit a yes or  
10    no answer, and you can answer it yes or no, answer it yes or  
11    no. If you don't know, say that. If you can't answer it in  
12    the form in which it's given, you can indicate that. If it  
13    seeks to elicit a narrative, by all means.

14          Attorneys on the other side -- you may not like the way  
15    the question is asked, but the attorneys on the other side are  
16    more than capable of, on their turn, redirecting the question  
17    perhaps in another way, all right? So this way we can get  
18    through it.

19    Q     BY MR. ROBERTS: In December -- in December you said --  
20    well, first of all, with respect to the payment terms, you were  
21    asked about not -- the payment terms were supposed to be, you  
22    pay for 30 days within submission of your COI, correct?

23    A     We were told we were going to be paid on the 1st of  
24    January, 2016; and then we would be paid 30 days after COIs  
25    were submitted.

1 Q That's not written into the contract, that it says 30 days  
2 within submission of the COI, does it?

3 A I'm unaware of that specifically in here. I'd have to  
4 find it.

5 Q I actually don't see it myself. Did you see anything that  
6 spells out one way or the other when that would be paid?

7 A I'd have to review this word by word --

8 Q All right.

9 A -- to be able to answer --

10 Q But you --

11 JUDGE ROSAS: That's a no.

12 THE WITNESS: No.

13 Q BY MR. ROBERTS: Your testimony though is that you  
14 understood that for the first month, December, that the payment  
15 would occur on January 1st, correct?

16 A 2016, yes, that's --

17 Q And thereafter, though, it would be 30 days after you  
18 submitted a COI?

19 A Yes.

20 Q And you said that you were at -- that you -- I think your  
21 term was that you were doing unpaid work in December and  
22 January in terms of assisting and scheduling of interpreters,  
23 correct?

24 A Yes.

25 Q Okay. And that was -- when you say unpaid work, that was

1 something you chose on your own to do, not that you were under  
2 any obligation to do it, correct?

3 A There was pressure to do it.

4 Q In what -- by who was there pressure?

5 A There was pressure because the SOSI staff we were engaging  
6 with and communicating with did not know a lot of things about  
7 the job.

8 Q But did you -- that was pressure you put upon yourself,  
9 correct?

10 A No. I have received calls in the early morning, as early  
11 as four in the morning; and I receive calls late at night, past  
12 midnight.

13 Q Okay.

14 A From SOSI staff.

15 Q Okay. And you said at some point, I think -- maybe that  
16 was in the summer, that Claudia Thornton, you had your  
17 conversation with her in which she said she appreciated the  
18 assistance you provided in the early months, but that it wasn't  
19 really your job to be assigning cases or scheduling cases.

20 A That's not what she said.

21 Q Okay. What did she say?

22 A What I testified earlier was that I had a conversation  
23 with her, and she thanked me for the transitional period. And  
24 we talked about different quality control issues. And although  
25 she thanked me for the transitional period, she also said I did



1 things that would cost the company more money.

2 Q Now, the -- you testified that -- that you believed from  
3 the beginning that you -- your -- the term of your contract was  
4 for the whole term of SOSI's contract with the government,  
5 which was through August of 2020, correct?

6 A That was my understanding, and also that of many others  
7 because Martin Valencia said it would automatically renew.

8 Q Okay. But that's -- you'll agree that that was not in the  
9 written contract, correct?

10 A In this written contract in front of me?

11 Q That you signed, yes.

12 A It's not in there.

13 Q The -- you testified about a conversation -- or listening  
14 in on a conversation with Francis Rios in which an indigenous  
15 interpreter, or an interpreter of an indigenous language -- I  
16 must profess I couldn't understand the name -- but it was  
17 outside the Arda's Cafe, and -- do you recall that testimony?

18 A Yes. And there were other -- there were other indigenous  
19 languages and other languages, so --

20 Q Okay. But this is the one where you testified he was told  
21 that it was urgent, that he was needed in Florida, but he did  
22 not want to go. And Francis Rios said that she would taking  
23 way California cases if he didn't agree; do you recall that?

24 A Yes, I recall.

25 Q Did this indigenous interpreter, did he speak English?

1 A They all spoke some English. But when they were on  
2 conversation -- on phone calls with Francis Rios, it was in  
3 Spanish.

4 Q And do you know when -- a month when this occurred? Can  
5 you -- some time period in which this occurred?

6 A It was an ongoing activity, so I couldn't give you a  
7 specific date.

8 Q No, but this was -- you testified about a specific  
9 situation --

10 A Yes.

11 Q -- and I'm asking when that specific situation was, to the  
12 best of your recollection.

13 A I cannot give you an exact date.

14 Q Well, I'm not asking for an exact date. I'm asking, was  
15 it early -- you worked for -- you worked through SOSI from  
16 December 1st, in 2015, through August 23rd or so of 2016,  
17 correct?

18 A Correct.

19 Q So that's a period of about nine months, I believe. So  
20 was it in the first half of that nine-month period, or the  
21 second half?

22 A It was in the first half of the nine-month period.

23 Q Do you think it was -- you described a period that was  
24 chaotic as December and January. Was it in the chaotic period  
25 of December and January?

1 A Yes, it was. But I also said there was -- there were  
2 other chaotic things. That was just when it came to  
3 scheduling.

4 Q Okay. But this specific -- I mean, I'm just asking about  
5 this specific one, do you believe, was in December or January?

6 A It could have been in December.

7 Q You testified that there were sometimes, when you were  
8 canceled less than 24 hours in advance and were not paid. Was  
9 that also in the December 2015, January 2016, timeframe?

10 A For me, personally?

11 Q Yes. You, personally.

12 A It went beyond January.

13 Q How many times do you -- is it your recollection that you  
14 were not paid, even though your cancelation was less than 24  
15 hours?

16 A Very often when I had cancelations that were done in less  
17 than 24 hours, I was not paid.

18 Q Well, how frequently did that occur that you were canceled  
19 in less than 24 hours?

20 A It happened a lot.

21 Q Well, what's a lot? Five, ten, fifty? I mean, how many  
22 are we talking about?

23 A In a week, in a month, in nine months?

24 Q The total time period.

25 A In nine months, less than ten.

1 Q Okay. And is it your testimony you were never paid?

2 A I was never paid for canceled cases.

3 Q Less than 24 hours?

4 A Yes.

5 Q And did you -- when you were not paid on those occasions,  
6 did you communicate in writing, either by email or letter, with  
7 anyone at SOSI about it?

8 A For my specific 24-hour cancellation policy, no.

9 Q And why was that?

10 A Different reasons.

11 Q Okay. You just -- you chose -- for whatever reason, you  
12 chose not to let SOSI know that you had not been paid for a  
13 cancellation in less than 24 hours?

14 A I didn't say I didn't let them know.

15 Q Okay. Well, how did you let them know?

16 A I was actually -- I did not by writing.

17 Q Okay. Well, how did you let them know?

18 A Over the telephone.

19 Q And who, specifically, did you communicate that to?

20 A Haroon was one person I did. Prior to Haroon, I  
21 communicated it to Juan Lemus, once to Sergey Romanov, another  
22 time to Maria Miller, another time to Desta Lakew. Those names  
23 come to mind.

24 Q Well, Haroon was your -- for the longest period of time  
25 within that nine-month period, he was the one was your

1 coordinator for the longest period of time, correct?

2 A Yes.

3 Q And was he your coordinator from January of 2016, through  
4 August of 2016?

5 A I was already getting assigned by Haroon in January, but  
6 he was not the only one.

7 Q Okay. Well, was there a time when he became the sole  
8 coordinator that you dealt with?

9 A In a nine-month period, he was not the sole coordinator I  
10 dealt with, but he was, towards the second part of the nine  
11 months, the main person I dealt with.

12 Q I want to ask you about your Lionbridge disqualification,  
13 which was -- I believe you said it was one week that you were  
14 disqualified for not -- for having your cell phone out in port,  
15 correct?

16 A Yes. Once for that and then there's an A-number that's  
17 mentioned in 2009. One of my first cases was that number.

18 Q Okay. I'm not talking about the A-number, that  
19 disqualification, but just the disqualification from -- was  
20 your disqualification, that one-week disqualification, from all  
21 E.O.I.R. reports, or just from Los Angeles?

22 A I had never been disqualified nationwide or disqualified,  
23 to my understanding.

24 Q The disqualification that you -- the mystery  
25 disqualification in, I think it was January or maybe February

1 of 2016, when you said that you were told that you had been  
2 disqualified. And this is what led to you communicating with  
3 Karen Manna. Do you recall that situation?

4 A Yes. There were two possible disqualifications that took  
5 place prior to me communicating with Karen Manna, under SOSI's  
6 contract.

7 Q Okay. And what was the first one?

8 A The first one, I was notified by telephone that I could  
9 not work in one courtroom -- one court building, I'm sorry,  
10 Los Angeles 300, LA3. And then after that I was told that it  
11 was nationwide. But all of this is by telephone.

12 Q And who told you? Who was the first person who told you  
13 you'd been disqualified from --

14 A Haroon Siddiqi was the first person that told me.

15 Q And did he say that he -- as to why or what he understood  
16 about the situation?

17 MS. HADDAD: Objection, she testified to this on direct  
18 and also is --

19 MR. ROBERTS: Well, this is cross.

20 MS. HADDAD: I mean, it's also in the email. It's one of  
21 the GC exhibits.

22 JUDGE ROSAS: Overruled.

23 Q BY MR. ROBERTS: What did he say, if anything about the  
24 reasons for the disqualification?

25 A He didn't say anything specific to the reasons. He just

1       said that that's what --

2       Q       Did you ask him why?

3       A       Of course I did, yes.

4       Q       And did he say he didn't know?

5       A       He said he didn't know.

6       Q       And then what was the next conversation about  
7       disqualification?

8       A       He called me and then told me that it was nationwide.

9       Q       Okay. And did you ask at that time, for what reason?

10      A       Yes.

11      Q       And what was his response?

12      A       He didn't have an answer.

13      Q       And then you went and you said you had a conversation with  
14      Karen Manna. And who is Karen Manna?

15      A       Karen Manna, while I was working under SOSI's contract,  
16      was the E.O.I.R. Chief Director of Language Services for a unit  
17      called, "LSU," Language Services Unit.

18      Q       And what was your understanding of what role or authority  
19      LSU had?

20      A       No authority.

21      Q       "No authority." With respect to E.O.I.R., they had  
22      authority, certainly -- they were an E.O.I.R. unit, correct?

23              MR. LOPEZ: Your Honor, he was testifying.

24              JUDGE ROSAS: What's that?

25              MR. LOPEZ: I retract, I retract.

1 THE WITNESS: Repeat your question, please?

2 Q BY MR. ROBERTS: This is -- she worked for LSU, Language  
3 Services Unit, is something, a division or something of the  
4 E.O.I.R., correct?

5 A Yes.

6 Q Okay. So she obviously had some role with LSU. What  
7 was -- if you know, what was her role with LSU?

8 A I don't know.

9 Q How did you come to contact her, then?

10 A I searched online and I looked up the E.O.I.R. different  
11 departments, and it seemed -- she seemed like the right person  
12 to contact.

13 Q Am I correct, though, that you said that what she told you  
14 was she didn't understand why you were contacting her, rather  
15 than going to SOSI?

16 A She emphasized that I had to go through SOSI.

17 Q Okay.

18 A And that SOSI disqualifies and SOSI reinstates.

19 Q So she said that SOSI -- your testimony is that Karen  
20 Manna said that SOSI makes the decision to disqualify somebody,  
21 is that your testimony?

22 A That is my testimony.

23 Q And your testimony is that Karen Manna said that SOSI had  
24 the authority to reinstate without E.O.I.R.'s approval?

25 A She told me that only SOSI can disqualify and reinstate.



1 Q Well, did she say that only SOSI could communicate with  
2 you, or only SOSI could make the decision?

3 A She told me, on my conversation over the phone, that only  
4 SOSI disqualifies and only SOSI reinstates. But she was kind  
5 enough to confirm that I had never had a disqualification.

6 Q Okay. If you'd look at General Counsel's Exhibit 125,  
7 which is the January 11th, 2016, email, was -- it was two  
8 emails. No, actually, it's three. But let me know when you've  
9 found that.

10 A The number of the Exhibit one more time?

11 Q 125.

12 A Yes -- oh, 125. This says 5/15 on the bottom.

13 Q Well, what I have is a three-page exhibit that's labeled  
14 GC Exhibit 125. The top page starts with an email from Karen  
15 Manna to you dated January 11, 2016.

16 A Yes.

17 Q You've got that?

18 A Yes.

19 Q And I want to work from back to front. And if you go  
20 to -- the earliest email, is a January 8th, 2016, email from  
21 Maria Ayuso to Brett Wigen at E.O.I.R. Did you know who Brett  
22 Wigen was?

23 A I did not.

24 Q But you understood him to be -- because it says "E.O.I.R.,"  
25 in parenthesis, that he was somebody with E.O.I.R.?

1 A From his email, it says, "E.O.I.R." That's true, right.

2 Q And Ms. Ayuso was a quality assurance person for SOSI?

3 A She was an interim quality assurance person. That's how  
4 we were introduced to her.

5 Q Okay. But you understood she had something to do with  
6 quality assurance?

7 A Yes.

8 Q And she was employed by SOSI?

9 A That's my understanding.

10 Q And the email indicates that she's asking Brett Wiggen  
11 whether you're allowed to go to L.A. L03. So did you not  
12 understand that she was seeking to find out whether E.O.I.R.  
13 had approved you for reinstatement?

14 A Repeat your question one more time?

15 Q Well, the email is -- you would agree, the email is a  
16 request from -- or a question from Maria Ayuso to Brett Wiggen  
17 about whether you were allowed to go to L03, correct?

18 A In this email, she's asking him a question, correct.

19 Q Yes. And then the next email up above from it is -- if  
20 you start on the first page, is from him saying that the  
21 decision has been made to allow Hilda Estrada to appear at all  
22 E.O.I.R. locations. So you -- is it your testimony that you  
23 understood -- that you believed that to be SOSI's decision or  
24 E.O.I.R.'s decision?

25 A It's my testimony that it still was SOSI's decision. And

1 prior to this email, there were many phone calls that took  
2 place that I initiated and then were returned from both Maria  
3 Ayuso and Karen Manna.

4 Q Okay. But the last sentence of this email from Mr. Wiggen  
5 says -- and it indicates that he's a program analyst with the  
6 U.S. Department of Justice, Office of Chief Immigration Judge.  
7 And it says, "Please note that future instances of tardiness or  
8 texting while in court may lead to future disqualification."  
9 That's -- you understood that to be E.O.I.R. saying that, not  
10 SOSI?

11 A I under -- read this and it's signed by Brett.

12 Q Yes. And you're not suggesting that he's an employee of  
13 SOSI, are you?

14 A I've never said that.

15 Q If you could look now at General Counsel's Exhibit 37,  
16 which is the -- is -- the first page is a petition, and it's  
17 captioned, "In-House Language Unit Department."

18 A I'm looking at Exhibit 37 now.

19 Q All right. And on the top part that talks about in-house  
20 language unit department, what exactly -- I can read it, so  
21 don't read it to me -- but what exactly is that a reference to?  
22 Was this something that the interpreters were trying to create  
23 on their own?

24 A It was addressing quality control issues and also  
25 suggestions that were being made collectively.

1 Q But when -- there's a reference to this in-house language  
2 unit department, was that something that was going to be  
3 composed of interpreters of SOSI?

4 A We were suggesting, with this petition, that SOSI conduct  
5 evaluations and quality control issues in-house, to both save  
6 money and to be closer to the process.

7 Q What was your understanding as to how -- well, first of  
8 all, were you ever evaluated at SOSI?

9 A No.

10 Q And do you know of any Lionbridge incumbent -- except when  
11 possibly they were disqualified -- do you know of any  
12 Lionbridge incumbent being evaluated by SOSI?

13 A Yes.

14 Q And who was that?

15 A They're not here, but --

16 Q Who is it?

17 A Karina Galindo was going to be -- she was later evaluated.

18 Q Was she a Lionbridge incumbent?

19 A She was a Lionbridge incumbent.

20 Q But she did not start working through SOSI immediately in  
21 late -- latter part of 2015?

22 A She was a part of our whole process, and she did the  
23 cases, and then cases were taken away.

24 Q Was she disqualified for some reason?

25 A She was not disqualified that I'm aware of.

1 Q Okay. But you're proposing an in-house language unit  
2 department that conducts evaluations, and that was going to be  
3 composed of senior or experienced interpreters, correct?

4 A One of the things -- this is collectively written.

5 Q Just "yes" or "no." Is that what you were proposing?

6 A Yes.

7 Q And did you understand the interpreters under the contract  
8 to have any role in quality assurance?

9 A Per the contract? No.

10 Q So this was an effort by the interpreters to assume  
11 control of quality assurance on behalf of SOSI?

12 A It was an effort to improve quality assurance.

13 Q All right. Then the second half of this says, "We reject  
14 the inclusion of the Southern California School of  
15 Interpretation." What was your understanding of the roles that  
16 SCSI had at that time? What were they doing?

17 A Claudia Thornton confirmed that they were part of the  
18 contract.

19 Q I don't understand that. In what way?

20 A That they would be conducting training, both online and  
21 evaluations.

22 Q Was that for new interpreters?

23 A No. In a conversation that we had, in a group  
24 conversation, Ms. Thornton said that that would be -- they  
25 would handle quality assurance, evaluation, testing, writing

1 the tests, scoring and all of that.

2 Q Okay. And SCSI wasn't -- was a school of interpretation  
3 that I know you didn't go to, but many interpreters had gone  
4 through the SCSI, correct?

5 A I know of some that went to SCSI.

6 Q And so what was -- I can read again, but what was -- why  
7 was -- why were the interpreters taking it upon themselves to  
8 get involved in whether SCSI was involved in quality assurance  
9 or not?

10 A Many interpreters, myself included, believed that there  
11 was a conflict of interest as well as a monopoly taking place,  
12 and that a neutral party could be used, like an academic  
13 institution, not for profit --

14 Q Okay. But you --

15 A -- to conduct evaluations.

16 Q Well, any outside agency would have to be paid. It might  
17 be non-profit, but it would still have to be paid, correct?

18 A There are academic institutions that will -- have programs  
19 that loan themselves for these kinds of things.

20 Q You don't need to look at them, but there's a couple of  
21 letters or petitions related to the Maria Elena Walker.

22 A Yes.

23 Q Did you believe that she had some involvement in one of  
24 your -- one or more of your disqualifications?

25 A Yes.

1 Q And which? The one at Lionbridge or the one that, at  
2 least, with SOSI?

3 A Lionbridge was not disqualification, it was suspension.  
4 That's how it was presented to me.

5 Q Okay. Well, did you believe she had any role in that one?

6 A No.

7 Q Okay. So you believe she had some role in this suspension  
8 for Lionbridge -- I mean, excuse me, for SOSI, not suspension,  
9 disqualification?

10 A I believed and I was -- it was confirmed.

11 Q Well, what was the basis for your belief then?

12 A People told me, different individuals told me that that  
13 was happening.

14 Q Did you personally know or see her do anything or say  
15 anything that would cause you to be disqualified?

16 A Did I -- repeat the question, please?

17 Q Well, you said you were told by people. But do you have  
18 any personal knowledge, either from observation or hearing --  
19 or actually hearing her do it or seeing her do it?

20 A She talked about people that should not be working under  
21 the SOSI contract.

22 Q Okay. And you personally heard those conversations?

23 A Yes. I personally was a part of that conversation.

24 Q And did she -- she specifically spoke about you or about  
25 others?

1 A Me and others.

2 Q And what was her statement as to why you should not be  
3 working under the --

4 A She didn't say that I should not be working. She just  
5 mentioned that there were people that should not be working.  
6 And my -- so, again, she confirmed I was not disqualified, when  
7 came to -- about me, personally.

8 Q Okay. But what -- I don't understand. Why did you  
9 believe she was involved in your disqualification then?

10 A First I was told, it was brought to my attention that she  
11 was writing emails and suggesting that certain people be  
12 disqualified.

13 Q Okay.

14 A At that point, it was not confirmed. Then I had a verbal  
15 confirmation with Maria Ayuso and Haroon Siddiqi.

16 Q In which they said what?

17 A "It's true that Ms. Walker has sent an email regarding  
18 you, and it was sent on a national level to all of SOSI staff."

19 Q And did they say what the email said?

20 A Maria Ayuso said she couldn't tell me, but that she would  
21 confirm that that happened.

22 Q Did she say that was the reason for your disqualification  
23 or just that that had happened?

24 A She said that it was an email initiated by Ms. Walker, and  
25 that was the reason why -- that was the reason -- she believed



1     that was the reason why.  She couldn't confirm.

2     Q     Ms. Walker was -- you described her as a colleague,  
3     because you informed her about the data breach issue, correct?

4     A     She was a colleague for more reasons than that.  Yes,  
5     correct.

6     Q     Yes.  But that's what you referred to her when you  
7     testified about why you -- or why you told her about the data  
8     breach.  You thought it was the right thing to do, correct?

9     A     Yes.

10    Q     And she was an interpreter in the same fashion that you  
11    were, correct?

12    A     I don't know what her position was at the time.

13    Q     Well, was she not an -- one of your complaints was that  
14    she was getting plum assignments in the -- in court system --  
15    some plum assignment at the LA Courts, right?

16    A     I don't know what you mean by "plum."

17    Q     Favorite assignments.

18    A     Yes.

19    Q     So she was -- do you know whether she was operating under  
20    the same independent contractor agreement that you were  
21    operating under?

22    A     I helped her with her first independent contract  
23    agreement.  After that, I don't know.  She very openly  
24    expressed a desire and an effort to become other than an  
25    interpreter.

1 JUDGE ROSAS: Let's take about a five-minute recess.

2 (Off the record at 4:20 p.m.)

3 JUDGE ROSAS: Back on.

4 Q BY MR. ROBERTS: Ms. Estrada, if you could look at  
5 Respondent's Exhibit 3. This is not in the GC stack. I don't  
6 know if you have Respondent's Exhibits in front of you or not.  
7 I'll give it to her. It's an R3.

8 A I have received it.

9 Q And I believe you were -- the first few pages were  
10 introduced or shown to you as part of a General Counsel's  
11 exhibit. But just to be clear, that the first page is some  
12 communications between yourself and Ms. Kaila Northcutt, is  
13 that correct?

14 A Yes.

15 Q Okay. Thank you. And then the third -- page three, what  
16 is page three?

17 A Page three is an addendum that we had worked on.

18 Q "We," being the interpreters?

19 A "We," being the interpreters, correct.

20 Q And you attached that, or to your emails here, is that  
21 correct?

22 A Yes.

23 Q Okay. And then page four is an email dated November the  
24 2nd, 2015 -- well, it's actually, the first one is  
25 November 1st, 2015, from you to Martin and several others. Do

1     you recognize that email?

2     A     Yes.

3     Q     And it says, "We've attached pages for the two points that  
4     need to be clarified." Are the two pages attached, pages five  
5     and six of this document?

6     A     Yes. These are modifications.

7     Q     All right. And there's some writing, handwritten kind  
8     of notes or insertions on pages five and six. Do you know  
9     whose -- who wrote those?

10    A     Yes. I did.

11    Q     Okay. And on page five, for example, where there appears  
12    to be the -- where it starts to say, "One-half day up to four  
13    hours." And it says, in parenthesis it says, "4.1 hours equals  
14    four hours plus .25 of minimum rate." You struck through the  
15    .25 of minimum rate, correct? Is that a "yes"?

16    A     Yes.

17    Q     And you hand wrote, "Please remove decimal 25"?

18    A     Yes.

19    Q     And then on page 6, there's in kind of underneath the  
20    matrix, there's a double asterisk and the last thing says, "The  
21    minimum payment will be \$150." You struck through that,  
22    correct?

23    A     Yes.

24    Q     And wrote, "Please use \$225/\$200 as the example," correct?

25    A     Yes.

1 Q And what was your -- what was the purpose of this email  
2 and these attachments?

3 A We wanted our verbal negotiations to reflect in writing.

4 Q But what specifically was this intended to change or add?

5 A We had a conversation about the sessions and there were  
6 four hours. And then what happened after four hours, what  
7 happened after eight hours.

8 Q But if you read on page four, if you look, there's an  
9 email from Claudia Thornton to Martin Valencia, and she asks  
10 him a question, that says, "Is she saying she wants the full  
11 day rate for taking four hours and one minute?" That's her  
12 question to Martin. Is that what you were trying to say?

13 A Yes.

14 Q But, in fact, was that ever added to the contract or that  
15 it would -- that if you went four hours and one minute, you  
16 would get a pay -- you would get a full day session? Full day  
17 pay, rather?

18 A I don't know where it was added in the contract, but it  
19 was fulfilled.

20 Q So your testimony is that if someone went one minute  
21 beyond four hours, they got a full day pay?

22 A Many individuals did.

23 Q Did some individuals not?

24 A Some individuals did not.

25 MR. ROBERTS: I would offer Respondent's Exhibit 3. It

1 had not been received previously.

2 MS. HADDAD: No objection.

3 JUDGE ROSAS: Respondent's 3 is received.

4 **(Respondent Exhibit Number 3 Received into Evidence)**

5 Q BY MR. ROBERTS: Ms. Estrada, I'm going to show you what  
6 I've marked as Respondent's Exhibit 11. Can you identify this?

7 Well, first of all, it's a two-page one. If you could  
8 start at the bottom of the first page, where it's the email  
9 from you to Ms. Thornton, December 22nd, 2015. Is that an  
10 email you sent -- well, actually, it looks like you forwarded  
11 it to Ms. Thornton and then there was an earlier one from you  
12 to her dated December 20th. Are these your emails to  
13 Ms. Thornton?

14 A This is my email, yes.

15 Q And were these some issues or points that you wanted to  
16 address to her?

17 A Based on questions I was receiving from SOSI staff, as  
18 well as issues.

19 Q And I'd like to ask you about just a couple of these  
20 points. For example, point number 9, you're suggesting to her  
21 that she should go on to the next available interpreter when  
22 someone tries to pick and choose courtrooms. That that was not  
23 acceptable. Is that -- what was your purpose in making that  
24 point?

25 A So I didn't say it's not acceptable in point 9.

1 Q Okay. You say it's not what you're accustomed to. What  
2 was the issue with someone picking and choosing courtrooms?

3 A When we're working every single day, Monday through  
4 Friday, and you have cases, there was a lot of need expressed  
5 by SOSI to have consistency in terms of interpreters  
6 availability, where to go, languages, and we had a few  
7 conversations about this. And although independent contractors  
8 are absolutely allowed --

9 Q Uh-huh.

10 A -- to choose their set time, their exist time, all these  
11 sorts of things, we were no longer in that environment.

12 Q But this is what you, Angel and Diana are suggesting to  
13 Ms. Thornton that they should do, correct?

14 A This is in response to -- yes, correct.

15 Q Okay. And you also reiterate on paragraph 11, of course,  
16 that an interpreter can always decline an assignment, correct?

17 A That's the understanding, when you're an independent  
18 contractor.

19 MR. ROBERTS: I offer Respondent's Exhibit 11.

20 MS. HADDAD: No objection.

21 JUDGE ROSAS: Respondent's 11 is received.

22 **(Respondent Exhibit Number 11 Received into Evidence)**

23 Q BY MR. ROBERTS: I'll show you what I've marked as  
24 Respondent's Exhibit 12. It's a -- appears to be sort of an  
25 update, group update. Are you familiar with this particular

1 document?

2 A Yes.

3 Q Is this something that you sent on August 22nd, 2016, to  
4 your database of interpreters?

5 A Yes.

6 MR. ROBERTS: I offer Respondent's Exhibit 12.

7 MS. HADDAD: No objection, Your Honor, but there's a  
8 personal cell phone on the middle of the back they wanted  
9 redacted.

10 MR. ROBERTS: I have no objection to redacting it.

11 MS. BRADLEY: It's not clear to me what the personal cell  
12 phone number is or if it's part of a larger email that's been  
13 forwarded. I have no --

14 JUDGE ROSAS: Ms. Estrada's phone number there or  
15 something else?

16 MS. HADDAD: No. It's down on the bottom of the second  
17 page, Your Honor.

18 JUDGE ROSAS: Oh, I see.

19 MS. BRADLEY: I have no objection to the redaction of  
20 the --

21 JUDGE ROSAS: At the bottom.

22 MS. BRADLEY: -- personal cell phone number.

23 JUDGE ROSAS: Okay.

24 MS. BRADLEY: It's just not clear if this is all the same  
25 document or if this is a -- if this is part of another

1 document.

2 JUDGE ROSAS: Do you want voir dire?

3 MS. BRADLEY: Certainly.

4 **VOIR DIRE**

5 Q BY MS. BRADLEY: Ms. Estrada, if you could please turn to  
6 page 2 of the document before you that's been marked for  
7 identification as Respondent's Exhibit 12. And the very bottom  
8 of page 2, there is a name and a cell phone number. Do you  
9 recognize either the name or the cell phone number?

10 A I do not.

11 Q Are you familiar with a person named Vita Mindich?

12 A I am not, but I'm familiar with the area code.

13 Q Okay. And what is the area code?

14 A It's just my -- it's in my -- I believe it's an east coast  
15 number.

16 Q Okay. And you testified previously that you had sent this  
17 email to your list of interpreters. Was this person, who's  
18 listed at the bottom of page two, a part of that list?

19 A I can't confirm that.

20 Q And did you attach the name and cell phone number to the  
21 bottom of this email when you sent it?

22 A No. And also it doesn't have the gray shading. None of  
23 my emails have gray shading like that or a box like that.

24 JUDGE ROSAS: Is that on your part, a redaction of some  
25 sort from the front?



1 MR. ROBERTS: I'm sorry. What? I mean, if something was  
2 redacted, I don't think -- it's unrelated to the email.

3 JUDGE ROSAS: Something related to your client, I assume?

4 MR. ROBERTS: I honestly don't know. Did you --

5 JUDGE ROSAS: Okay.

6 MR. ROBERTS: It was probably -- it may have been a  
7 communication with an attorney, an in-house attorney. I don't  
8 really know.

9 JUDGE ROSAS: But Ms. Estrada, you recall the rest of this  
10 document as an email that you received -- or that you sent,  
11 rather? That you sent?

12 THE WITNESS: I recall portions of it, but this gray  
13 shading and the box --

14 JUDGE ROSAS: Yeah.

15 THE WITNESS: -- going around?

16 JUDGE ROSAS: Okay.

17 THE WITNESS: My emails don't look like that.

18 JUDGE ROSAS: I'm sufficiently satisfied that it is what  
19 it purports to be. Should the witness' records produce  
20 something different, to the extent that she recognizes most of  
21 it, but not necessarily all of it, now you can obviously raise  
22 that or offer it for further clarification.

23 As far as the name at the bottom of the second page, why  
24 don't we just redact the cell phone number and leave the name  
25 in the event that, you know, that ends up later on getting

1 linked to something else.

2 **(Respondent Exhibit Number 12 Received into Evidence)**

3 MR. ROBERTS: I don't have any further questions.

4 JUDGE ROSAS: Okay. Any redirect?

5 MS. HADDAD: None for me, Your Honor.

6 JUDGE ROSAS: Charging Party?

7 MS. BRADLEY: Just one moment, Your Honor. Nothing  
8 further from me, Your Honor.

9 JUDGE ROSAS: Okay. Thank you, ma'am. You are excused.  
10 Do not discuss your testimony with anyone until you're advised  
11 otherwise by Counsel, okay? Thank you. Have a good day.

12 Okay. Let's go off the record.

13 (Off the record at 4:40 p.m.)

14 JUDGE ROSAS: We will adjourn at this time until 9:00 a.m.  
15 tomorrow morning. Thank you. Have a good evening.

16 **(Whereupon the hearing in the above-entitled matter was**  
17 **recessed at 4:41 p.m. until Thursday, September 28, 2017 at**  
18 **9:00 a.m.)**

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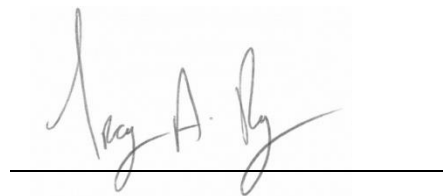
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**CERTIFICATION**

This is to certify that the attached proceedings before the National Labor Relations Board (NLRB), Region 21, Case Number 21-CA-178096, 21-CA-185345, 21-CA-187995, SOS International, LLC and Pacific Media Workers Guild Communications Workers of America, Local 39521, AFL-CIO, at the National Labor Relations Board, Region 21, 888 South Figueroa Street, Los Angeles, California 90012, on Wednesday, September 27, 2017, 8:46 a.m., was held according to the record, and that this is the original, complete, and true and accurate transcript that has been compared to the reporting or recording, accomplished at the hearing, that the exhibit files have been checked for completeness and no exhibits received in evidence or in the rejected exhibit files are missing.

A handwritten signature in black ink, appearing to read "Troy A. Ray", is written over a solid black horizontal line.

TROY A. RAY

Official Reporter

OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

REGION 21

In the Matter of:

SOS International, LLC,

Case Nos. 21-CA-178096

21-CA-185345

and

21-CA-187995

Pacific Media Workers Guild  
Communications Workers of  
America, Local 39521,  
AFL-CIO.

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Place: Los Angeles, California

Dates: September 28, 2017

Pages: 705 through 899

Volume: 4

OFFICIAL REPORTERS

AVTranz

E-Reporting and E-Transcription  
7227 North 16th Street, Suite 207  
Phoenix, AZ 85020  
(602) 263-0885

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 21

In the Matter of:

SOS INTERNATIONAL, LLC,

and

PACIFIC MEDIA WORKERS GUILD  
COMMUNICATIONS WORKERS OF  
AMERICA, LOCAL 39521,  
AFL-CIO.

Case Nos. 21-CA-178096  
21-CA-185345  
21-CA-187995

The above-entitled matter came on for hearing, pursuant to notice, before **MICHAEL A. ROSAS**, Administrative Law Judge, at the National Labor Relations Board, Region 21, 888 South Figueroa Street, Room 901, Los Angeles, California 90012, on **Thursday, September 28, 2017, 9:03 a.m.**

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**A P P E A R A N C E S**

**On behalf of the General Counsel:**

**LARA HADDAD, ESQ.**

**BRYAN LOPEZ, ESQ.**

NATIONAL LABOR RELATIONS BOARD - REGION 21  
888 South Figueroa Street, Room 901  
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I N D E X

<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>VOIR DIRE</u>
Patricia Rivadeneira	712 763	764	778		
Irma Rosas	780 858	862	881 884		
Waracely Weiherer	887				

E X H I B I T S

<u>EXHIBIT</u>	<u>IDENTIFIED</u>	<u>IN EVIDENCE</u>
<b>General Counsel:</b>		
GC-135	720	720
GC-136	722	722
GC-137	724	724
GC-138	726	726
GC-139	727	727
GC-140	223	223
GC-141	728	728
GC-142	728	728
GC-143	730	730
GC-144	735	735
GC-145	735	735
GC-146	738	738
GC-147	739	739
GC-148	740	740
GC-149	740	740
GC-150	743	743
GC-151	744	744
GC-152	745	745
GC-153	746	746
GC-154	750	750
GC-155	753	753



E X H I B I T S (Continued)

<u>EXHIBIT</u>	<u>IDENTIFIED</u>	<u>IN EVIDENCE</u>
<b>General Counsel:</b>		
GC-156	753	753
GC-157	756	756
GC-158	760	760
GC-159	762	762
GC-160	762	762
GC-161	792	792
GC-162	795	795
GC-163	796	796
GC-164	797	797
GC-165	808	808
GC-166	809	809
GC-167	810	810
GC-168	816	816
GC-169	830	830
GC-170	831	831
GC-171	832	832
GC-172	833	833
GC-174	841	841
GC-175	842	842
GC-176	843	843
GC-177	844	844

E X H I B I T S (Continued)

<u>EXHIBIT</u>	<u>IDENTIFIED</u>	<u>IN EVIDENCE</u>
<b>General Counsel:</b>		
GC-178	845	845
GC-179	846	846
GC-180	850	850
GC-181	851	851
GC-182	851	951
GC-183	853	853
GC-184	853	853
GC-186	856	856
GC-187	857	857
GC-188	858	858
GC-189	790	790
GC-190	790	790
GC-191	892	892
GC-192	895	895
GC-193	896	896
GC-194	896	896
GC-195	897	897
<b>Respondent:</b>		
R-6	711	711
R-13	865	865

**P R O C E E D I N G S**

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JUDGE ROSAS: All right. On the record.

MR. ROBERTS: Your Honor, one administrative thing, we were waiting on copies of Ms. Magana's 2015 tax records. This is Respondent's Exhibit 6. And I think we agreed by stipulation to -- this is '16. This is for 2015, and I would offer this as Respondent's Exhibit 6, by stipulation.

JUDGE ROSAS: Okay. Any objection?

MR. LOPEZ: No objection.

MS. BRADLEY: No objection, Your Honor.

JUDGE ROSAS: Respondent's 6 is received.

**(Respondent Exhibit Number 6 Received into Evidence)**

MR. ROBERTS: All right. Thank you, Your Honor.

JUDGE ROSAS: All right. Call your next witness.

(Judge and court reporter confer)

JUDGE ROSAS: Next witness.

MR. LOPEZ: Counsel for the General Counsel calls Patricia Rivadeneira.

JUDGE ROSAS: Ma'am, please raise your right hand.  
Whereupon,

**PATRICIA RIVADENEIRA**

having been duly sworn, was called as a witness herein and was examined and testified as follows:

JUDGE ROSAS: Please have a seat. State and spell your name, provide us with an address.



1 LLI. Later on, sometime in 2009 or '10, perhaps, the company  
2 changed names again to Lionbridge.

3 Q And did you ever work for SOSI?

4 A Yes, I did.

5 Q Did you sign a contract with SOSI?

6 A Yes, I did.

7 Q Do you recall when you signed that contract?

8 A I signed on October 23rd of 2015. With a modification on  
9 October 31st of 2015.

10 Q When did you start completing work for SOSI?

11 A December 1st, 2015.

12 Q And when you were working for the agency prior to SOSI,  
13 did you sign a contract to provide interpretation services at  
14 EOIR?

15 A Originally, I sent in an application. There was no  
16 contract. Sometime later on, I updated my information with a  
17 contract, to Lionbridge, yes.

18 Q There was no contract under the other agencies that you've  
19 mentioned?

20 A No.

21 Q And when you worked for Lionbridge, did your contract  
22 expire each year?

23 A No.

24 Q Were you ever denied a renewal of your contract?

25 A No.

1 Q When you started performing interpretation services at  
2 EOIR in 2002, under Berlitz, were you required to have any  
3 specific qualifications to perform interpretation services?

4 A They wanted us to have at least a year of interpretation,  
5 and we had to take a test.

6 Q What did that test consist of?

7 A It was a telephonic test in which I had to perform  
8 interpretation simultaneously, consecutively, and translate a  
9 document, a sight translation.

10 Q And did you have one year of interpreting experience at  
11 that time?

12 A I had more than that, yes.

13 Q What was your experience at that time?

14 A I had been working for Children's Hospital Los Angeles  
15 since 1998. And I had been working as a telephonic interpreter  
16 for Language Line since 2000. No, sorry, 1999.

17 Q Okay. And did you have any type of certification at that  
18 time?

19 A No.

20 Q Okay. What were the -- do you recall any requirements to  
21 start work for SOSI?

22 A Prior interpretation experience, a year.

23 Q And what were your qualifications at the time you started  
24 performing interpretation services for SOSI?

25 A I had been at EOIR already for quite a few years, since

1 2002 to 2015.

2 Q And had you received any type of certification in the  
3 interim?

4 A No certification. I did take a semester of classes at an  
5 interpreting school. And aside from that, that was it.

6 Q What interpreting school?

7 A Southern California School of Interpretation.

8 Q Do you have a business entity under which you perform  
9 interpretation services?

10 A I do not.

11 Q When you worked for SOSI, what EOIR Courts did you  
12 regularly work at?

13 A I was stationed at the Adelanto Detention Center and I was  
14 able, when necessary, to come to Los Angeles at the 606 Olive  
15 Street or the 300 South Los Angeles -- North Los Angeles  
16 Building. Federal Building.

17 Q Okay. And what do you mean by stationed?

18 A That was my home base. I was there every day.

19 Q Prior to working for SOSI, what EOIR Court did you most  
20 regularly work out of?

21 A The Adelanto Detention Center.

22 Q And what type of cases are heard there?

23 A Detainee cases.

24 Q And how many judges are there at Adelanto?

25 A At that time, we had three live judges, and one to three,

1 tele-video judges from Los Angeles.

2 Q And did that change between the time you worked for  
3 Lionbridge to SOSI?

4 A No.

5 Q How many judges are there at the 606 Olive Street court?

6 A Last time I knew we had 26 to 28, but I don't know  
7 anymore.

8 Q How many were there at the time that you worked for SOSI?

9 A I believe 26.

10 Q About how many interpreters worked at Adelanto at the time  
11 that you worked for Lionbridge?

12 A We had a rotating schedule with at least five Spanish  
13 interpreters.

14 Q And who were they?

15 A That would have been Ms. Irma Rosas, Paola Encarnacion,  
16 Aracely Weiherer, myself. There were two others, three others,  
17 that left. Jessica Lindsey left after SOSI took over. And  
18 there was a couple others, I don't remember their names.

19 Q And those were all Spanish language interpreters?

20 A Yes.

21 Q And did that rotation of interpreters change under SOSI?

22 A With the exception of the ones that left, no, we all  
23 stayed the same.

24 Q So who were the ones that stayed?

25 A Paola Encarnacion, Aracely Weiherer, Irma Rosas, and



1     myself.

2     Q     What about interpreters for other languages?

3     A     There were many that came by.

4     Q     Okay. And when there were interpreters for other  
5     languages, did you not get work?

6     A     Depending. If it was an individual case in which that  
7     particular language was going to be heard, I may not have an  
8     assignment with that judge on that day.

9     Q     Uh-huh.

10    A     But if it was something that was quick and they just  
11    needed the interpreter for a little bit, be it minutes or an  
12    hour, then I would -- I would be on standby.

13    Q     What do you mean by standby?

14    A     I would either be sitting in the backrow of the courtroom,  
15    or waiting in the waiting area, to be called in.

16    Q     Was there regularly a need for Spanish interpreters at  
17    Adelanto?

18    A     Yes.

19    Q     How did you first hear about SOSI?

20    A     I heard through a phone call that a colleague of mine made  
21    to me. A colleague from Los Angeles, Nancy De La Rosa. She  
22    called me to let me know that Lionbridge had lost the contract,  
23    and that I needed to submit my resume to a company known as Mid  
24    Lang. That was my first knowledge that Lionbridge had lost the  
25    contract. Later on, through talking to other people, I found

1 out that it was going to be SOS International, but that there  
2 were talks about Mid Lang being a subcontractor for them, and  
3 they would handle us here in Los Angeles.

4 Q And did that happen?

5 A No.

6 Q Mid Lang did not become a sub-contractor?

7 A No.

8 Q Did anyone from SOSI ever reach out to you?

9 A Yes.

10 Q Do you recall who?

11 A I do not remember the lady's name, but she was a  
12 recruiter. She left me a message to call her back, and I did.

13 Q And do you recall when that was?

14 A Perhaps around September of 2015. I do not remember the  
15 exact date.

16 Q Approximately?

17 A Approximately, yes. September of 2015.

18 Q And did they offer you a wage rate at that time?

19 A They did not offer me a rate directly. They asked me what  
20 I was interested in asking.

21 Q And what did you say?

22 A At that time, since we were hourly at the time, I had  
23 asked for \$75 an hour, with a two-hour minimum.

24 Q And what did they say about that?

25 A She said she would get back to me.

1 Q And did she?

2 A No.

3 Q Were you aware that a group of interpreters were  
4 negotiating a contract with SOSI?

5 A Yes.

6 Q And how were you aware of that?

7 A I was made aware of it through a phone call.

8 Q From who?

9 A Hilda Estrada.

10 Q And what did she tell you?

11 A She told me that they were in talks with the  
12 representatives from SOSI, specifically with Mr. Martin  
13 Valencia. And that they were trying to negotiate a better  
14 contact for us, and also a few other items in the contract.

15 Q I'm going to ask you to look at GC Exhibit 135, in front  
16 of you.

17 A Thank you, sir. Yes.

18 Q Do you recognize that?

19 A I do.

20 Q Who sent that email?

21 A I sent it to Hilda Estrada.

22 Q And what's your email?

23 A My email at that time was pr.interpreting@yahoo.com.

24 Q Okay. And when did you send it?

25 A This was done August 31st of 2015.

1 Q Who did you send it to?

2 A Hilda Estrada.

3 Q And what is this about?

4 A I had been asked to talk to the other Spanish interpreters  
5 in Adelanto regarding what they felt comfortable in asking in  
6 their contract. And this is what the team gathered up in  
7 Adelanto.

8 Q And who did you speak to at Adelanto?

9 A I would have spoken to Ms. Weiherer, Ms. Encarnacion, Irma  
10 Rosas, I don't believe there was any other Spanish interpreters  
11 there at that time.

12 Q Did you speak to those people?

13 A Yes.

14 Q You said I would have, so I was just --

15 A Well, yes, it's the past, so yes, I did.

16 Q And why did you send this to Ms. Estrada?

17 A They were gathering the information, so they could see  
18 what was the best thing they could come up with.

19 MR. LOPEZ: Move to admit GC Exhibit 135.

20 MR. ROBERTS: No objection.

21 JUDGE ROSAS: You're offering it, and 135 is received.

22 **(General Counsel Exhibit Number 135 Received into Evidence)**

23 Q BY MR. LOPEZ: And after sending this email to Ms.  
24 Estrada, did you continue to be in touch with her?

25 A Yes.

1 Q Prior to signing the contract with SOSI, did you speak to  
2 the press about SOSI?

3 A Yes, I did.

4 Q Did anyone ask you to speak to the press?

5 A Yes.

6 Q Who?

7 A Hilda Estrada.

8 Q What did she say?

9 A Because at the time, there was still the thought that we  
10 were going to be sub-contracted to Mid Lang, and I was not  
11 looking forward to working for that company, I had decided that  
12 at the end of September when the contract for Lionbridge  
13 supposedly was due to expire, I was not going to work for them  
14 anymore. She asked me, well, since you're leaving, would you  
15 mind helping us out by talking to the press. Are you okay with  
16 that? And I said, yes.

17 Q Okay. Would you please take a look at what's been marked  
18 as GC Exhibit 136? So, Your Honor, this is a document that  
19 Respondent's counsel and General Counsel have agreed, there is  
20 an accurate translation in the back of.

21 JUDGE ROSAS: I see that. There's a lot here.

22 MR. LOPEZ: So that -- the translation is only for the  
23 actual article.

24 JUDGE ROSAS: So --

25 MR. LOPEZ: So the first three pages.

1 JUDGE ROSAS: First three pages.

2 MR. LOPEZ: Yes.

3 JUDGE ROSAS: And we need --

4 MR. LOPEZ: I just put that for the integrity of the --

5 JUDGE ROSAS: Do we need articles about how to end stomach  
6 problems?

7 MR. LOPEZ: Your Honor, they were -- they were part of the  
8 printout of the article.

9 JUDGE ROSAS: All right.

10 MR. LOPEZ: And we didn't want to --

11 JUDGE ROSAS: You can't -- you can't separate that?

12 MR. LOPEZ: I'm fine with removing it if you want to.

13 MR. ROBERTS: Okay. That's fine with --

14 MR. LOPEZ: I will agree that the --

15 JUDGE ROSAS: You'll trim it down later, right?

16 MR. LOPEZ: Of course.

17 JUDGE ROSAS: Okay. So 136 is received without objection.

18 **(General Counsel Exhibit Number 136 Received into Evidence)**

19 Q MR. LOPEZ: Could you please take a look at that document?

20 A Yes.

21 Q Please look at the English translation.

22 A Okay.

23 Q Okay. Do you recognize this article?

24 A I do.

25 Q And what is it dated?

1 A October 7, 2015.

2 Q Does this article include statements made by you?

3 A Yes.

4 Q Do you recall making those statements?

5 A I do.

6 Q What were those statements about?

7 A They were about the need in the courts for interpreters  
8 with experience in cases of deportation, asylum, and other  
9 immigration benefits needed.

10 Q Okay. And did you discuss your wage rates at all in this  
11 article?

12 JUDGE ROSAS: Sustained. Document speaks for itself.

13 MR. LOPEZ: No one objected, Your Honor.

14 JUDGE ROSAS: I do. I manage the testimony. I try to  
15 curtail unnecessary and superfluous testimony.

16 MR. LOPEZ: Noted.

17 JUDGE ROSAS: If you need to -- if you need to refer to  
18 something in the document that's foundational to move on, by  
19 all means. But I see the document. I have to read all this  
20 stuff again, and you're going to brief -- you guys are going to  
21 brief it all ad nauseum, so --

22 Q BY MR. LOPEZ: Could you please take a look at --

23 JUDGE ROSAS: -- we don't need to prolong the testimony.

24 Q BY MR. LOPEZ: Could you please take a look at GC Exhibit  
25 137?

1 JUDGE ROSAS: And it's improper, counsel to, while we're  
2 at it, to show witnesses documents and then to ask them  
3 testimony, as if you're asking them to testify to the present  
4 recollection.

5 MR. LOPEZ: Okay, Your Honor.

6 JUDGE ROSAS: All right.

7 Q BY MR. LOPEZ: GC Exhibit 137 also has an English  
8 translation at the back, to which Respondent's counsel and  
9 General Counsel have agreed is accurate.

10 MR. ROBERTS: We'll so stipulate.

11 MR. LOPEZ: Move to admit GC Exhibit 137.

12 JUDGE ROSAS: 137 is received.

13 **(General Counsel Exhibit Number 137 Received into Evidence)**

14 Q BY MR. LOPEZ: Okay. Were you aware that a group of  
15 negotiators had reached an agreement with SOSI?

16 A Yes.

17 Q How were you aware of that?

18 A By telephone call.

19 Q From who?

20 A Hilda Estrada.

21 Q What did she say?

22 A She expressed the fact that they were getting very close  
23 to reaching an agreement. That they were working on a  
24 temporary template and they were still discussing further items  
25 in the contract.



- 1 Q Could you please take a look at GC Exhibit 138?
- 2 JUDGE ROSAS: Did we receive 137?
- 3 MR. ROBERTS: I believe you did, sir.
- 4 JUDGE ROSAS: We did, okay.
- 5 THE WITNESS: Yes.
- 6 Q BY MR. LOPEZ: Okay. Do you recognize that email?
- 7 A Yes.
- 8 Q Okay. Who sent the original message in this email chain?
- 9 A It looks like it was Diana Illarraza.
- 10 Q As far as the dates? Down at the bottom of page one.
- 11 A Bottom of page one, it was Mr. Martin Valencia.
- 12 Q And what was he sending you?
- 13 A Final revised independent contract, ICA, that you will
- 14 need to sign and return.
- 15 Q Okay. And did this email include attachments?
- 16 A Yes.
- 17 Q Do you recall what the attachments were?
- 18 A Yes, it had to do with the statement for work,
- 19 compensation, attachment B, U.S. Department Code of
- 20 Professional Responsibilities, Department of Justice
- 21 Confidentiality Agreements, Declaration for Federal Employment,
- 22 all the necessary documents to begin working.
- 23 Q Okay.
- 24 MR. LOPEZ: We submit GC-138.
- 25 MR. ROBERTS: No objection.

1 JUDGE ROSAS: 138 is received.

2 **(General Counsel Exhibit Number 138 Received into Evidence)**

3 Q BY MR. LOPEZ: Okay. Please look at GC Exhibit 139. Is  
4 this the independent contractor agreement that came attached to  
5 the email?

6 A Yes.

7 Q Please go to page four of the independent contractor.

8 A Okay.

9 Q Is that your signature?

10 A Yes, it is.

11 Q And is that the date that you signed this?

12 A Yes.

13 Q I'd like you to take a look at GC Exhibit 5, that's  
14 already been admitted.

15 A Yes.

16 Q Do you recognize these exhibits?

17 A I do.

18 Q And what are they?

19 A These are all the exhibits that were included in the  
20 contract, plus also a -- somewhat of a dictionary that they  
21 send us, where it told us what anti-terrorism and different  
22 words that are used in the court.

23 Q Okay. And is there a SOSI Code of Business Ethics and  
24 Conduct in these exhibits? It should be the last half.

25 Q Okay. And do you recall receiving this? The last half.

1 A Yes.

2 Q Do you recall receiving this?

3 A I do.

4 Q And that was attached to the email that's been marked as  
5 GC-138?

6 A Yes.

7 Q Go back to GC Exhibit 139, please.

8 A Okay.

9 Q There were some additional signature pages after the  
10 independent contractor agreement.

11 MR. ROBERTS: We'll stipulate those are her signatures.

12 MR. LOPEZ: Okay. Move to admit.

13 JUDGE ROSAS: Okay. 139 is received.

14 **(General Counsel Exhibit Number 139 Received into Evidence)**

15 Q BY MR. LOPEZ: Did SOSI ever revoke what was marked as  
16 Exhibit 7, SOSI Code of Business Ethics and Conduct?

17 A Not that I am aware.

18 Q Okay. Did they revoke any of the exhibits?

19 A They made another agreement on the pay schedule page, and  
20 that was signed after the original date.

21 Q But as far as the exhibits? Exhibits 1 through --

22 A No, no.

23 Q Go over to GC Exhibit 141. Do you recognize that  
24 document?

25 A I do.

1 Q What is it?

2 A That's the revision to the payment page.

3 Q Okay. And is that your signature on it?

4 A Yes.

5 Q And what date was that signed?

6 A 11/23/2015.

7 Q And is that the date you signed it?

8 A Yes.

9 Q We'll submit GC-141.

10 MR. ROBERTS: No objection.

11 JUDGE ROSAS: 141 is received.

12 **(General Counsel Exhibit Number 141 Received into Evidence)**

13 Q BY MR. LOPEZ: How often did you work for SOSI?

14 A Practically every day.

15 Q Let's take a look at GC Exhibit 142. Do you recognize  
16 these?

17 A Yes, I do.

18 Q What are they?

19 A These are the certificates of interpretation that are  
20 given to the Judge.

21 MR. ROBERTS: We'll stipulate those are her COI's.

22 MR. LOPEZ: Okay. Move to admit.

23 MR. ROBERTS: No objection.

24 JUDGE ROSAS: 142 is received.

25 **(General Counsel Exhibit Number 142 Received into Evidence)**

1 Q BY MR. LOPEZ: When you worked for SOSI, did you work for  
2 other interpreting agencies?

3 A No.

4 Q What was your primary source of income when you worked for  
5 SOSI?

6 A Working for them.

7 Q Okay. Did you ever communicate to SOSI that -- let me  
8 retract that. Would you prioritize the work at SOSI?

9 A I'm sorry, I don't understand your question.

10 Q Was SOSI your first priority?

11 A Of course.

12 Q The work --

13 A Yes.

14 Q And did you ever communicate that to SOSI?

15 A Yes.

16 Q Can you please take a look at GC Exhibit 143? Go over to  
17 the last page. Page three. Do you recognize that email?

18 A Yes.

19 Q Who sent that email?

20 A I did.

21 Q Who did you send it to?

22 A To my coordinator, Haroon Siddiqi.

23 Q And when is it dated?

24 A May 16th, 2016.

25 Q And what is this about?

1 A He had called and he had asked me, you know, if I was  
2 available for certain dates. And I always send my availability  
3 to him on a weekly basis. I said, of course, I'm available.  
4 You know, that you guys are my priority. I work even at the  
5 last minute for you

6 MR. LOPEZ: Okay. Move to admit GC-143.

7 MR. ROBERTS: No objection.

8 JUDGE ROSAS: 143 is received.

9 **(General Counsel Exhibit Number 143 Received into Evidence)**

10 Q BY MR. LOPEZ: While working for SOCI at EOIR, were you  
11 allowed to solicit business?

12 A No.

13 Q And why not?

14 A Conflict of interest.

15 Q Why would it be a conflict of interest?

16 A Because if I solicited business from private attorneys or  
17 at another courthouse, I could be disqualified because say for  
18 example, a Respondent in a criminal case, you go and interpret  
19 in the Court, and then he ends up in immigration, you might  
20 already remember the person, you might know what he has already  
21 done, what kind of background he has. And that was frowned  
22 upon completely.

23 Q Did you ever have a case or an assignment, should I say,  
24 that ran past the half day rate session?

25 A Yes.

1 Q And would you be paid for the time over that session?

2 A Yes.

3 Q What would you be paid?

4 A Fifty-six dollars and some odd cents for the hour.

5 Q And was that always the case?

6 A No, there were times in which they did not pay me for it  
7 and I would request it, and they would say they would look into  
8 it. But it never got around to it.

9 Q As far as what SOSI's position was for -- let me retract  
10 that. Were you ever paid the full day rate, when you would go  
11 over the half-day session?

12 A Yes.

13 Q Even if you did not have another COI?

14 A That is correct.

15 Q Under SOSI?

16 A Yes.

17 Q Do you recall when that happened?

18 A It would happen on the days that I would have a half a  
19 day, in Adelanto, Fridays are only half days. We only work  
20 mornings. Occasionally, a case had to be heard further than  
21 just the morning, and it would go into an afternoon, and the  
22 interpreter, myself, I would stay. And then I had to be paid  
23 for the full day.

24 Q Did you have to make any special note on your COI to get  
25 paid for going over your session?

1 A Yes, I did -- I did make a notation. Of course, you sign  
2 in and out, and the judge has to sign it as well. So it would  
3 be noted that you worked from such an hour to such an hour.

4 Q But as far as making a note to SOSI.

5 A I did put it on the document that I used to send my COI's  
6 with.

7 Q And if you didn't do that, would you be paid?

8 A No.

9 Q Were there any ways to make more money during the session?

10 A No.

11 Q Who's your main coordinator while you worked for SOSI?

12 A Haroon Siddiqi.

13 Q And how often were you in contact with Mr. Siddiqi?

14 A At the very least, once a week. At the most, it could be  
15 every day.

16 Q Were you regularly in contact with anyone else from SOSI?

17 A No.

18 Q How far in advance did you typically receive an  
19 assignment?

20 A I would get assignments a month ahead of time, with  
21 additional assignments to fill in whatever was necessary on a  
22 weekly basis.

23 Q If SOSI took away your assignment after you had accepted  
24 it, would you be paid anything?

25 A It depends on what time that happened. We had a 24-hour



1      cancellation.

2      Q      Okay. And in those instances when they cancelled within  
3      24 hours, what would you be paid?

4      A      The regular rate.

5      Q      And if you had a full day -- If you had both the morning  
6      session and an afternoon session scheduled, and they cancelled  
7      both sessions, what would you be paid?

8      A      Once again, depending on what time they cancelled each  
9      one, I would either be paid the full day, or not.

10     Q      Okay. And if they cancelled both sessions with less than  
11     24 hours' notice, what would you be paid?

12     A      Then I would be paid the full time -- the full rate.

13     Q      Did you have to note something on your COI's to be paid?

14     A      Yes.

15     Q      And if you didn't note that, would you be paid?

16     A      I don't know. It never happened to me that way. We had  
17     to note it on the COI because if I was released from Court, it  
18     would either be by the judge, or by the window. The window had  
19     to explain on the COI why I was being released and not  
20     returning that day.

21     Q      Okay. Were there any instances where your case was  
22     cancelled with less than 24 hours' notice, where it wasn't by a  
23     judge or the court clerk?

24     A      No.

25     Q      So your coordinator never cancelled the session before --

1 with less than 24 hours' notice?

2 A Yes, that could -- that did happen. It would be by email,  
3 and they would let me know on the email because it is less than  
4 24 hours, you will be paid for that case.

5 Q Okay. And in those instances, would there be any mark --  
6 anything nothing that your case was cancelled from the Court?

7 A I would send the COI in anyway, and explaining on the  
8 bottom in my handwriting, this was cancelled. It's a late  
9 cancellation.

10 Q And if you didn't note that, would you be paid?

11 A No.

12 Q Could you subcontract your cases?

13 A No.

14 Q Why not?

15 A It's not allowed.

16 Q Who told you it wasn't allowed?

17 A SOSI.

18 Q How? Who from SOSI?

19 A It's in the contract.

20 Q Did SOSI require you to dress a certain way?

21 A Yes.

22 Q Please take a look at GC Exhibit 144.

23 A Okay.

24 Q Do you recognize that email?

25 A I do.

1 Q Did you ever receive that email?

2 A Yes.

3 Q And who sent that email?

4 A Ms. Claudia Thornton.

5 Q When did she send it?

6 A April 13th, 2016.

7 Q And what is this email about?

8 A It is about acceptable attire, when attending Court.

9 Q And what did SOSI tell you was acceptable attire?

10 A Dress slacks, shirts and ties for men, a jacket. And also  
11 dress slacks, jacket, and blouse, or skirt, and blouse, and  
12 jacket for a woman.

13 MR. LOPEZ: Move to admit GC Exhibit 144.

14 MR. ROBERTS: No objection.

15 JUDGE ROSAS: 144 is received.

16 **(General Counsel Exhibit Number 144 Received into Evidence)**

17 MR. LOPEZ: Can we stip to admit GC Exhibit 145? It's  
18 just the badge.

19 MR. ROBERTS: Yeah.

20 JUDGE ROSAS: This is you?

21 THE WITNESS: Yes.

22 MR. ROBERTS: No objection.

23 THE WITNESS: Yes, Your Honor.

24 JUDGE ROSAS: 145 is received.

25 **(General Counsel Exhibit Number 145 Received into Evidence)**

1 Q BY MR. LOPEZ: How far in advance of an assignment did you  
2 need to be at the EOIR Court?

3 A I would need to be there, at the very least 45 minutes  
4 ahead of time.

5 Q And why?

6 A To look for parking. If it was in Adelanto, if you did  
7 not get in there before 45 minutes, you would not find parking.  
8 You'd have to park across the street in the middle of the  
9 desert. In Los Angeles, we had to get into the courthouse  
10 before 7:0, otherwise, we'd have to stand in line with  
11 everybody else and wait our turn to get in.

12 Q And were you paid for that time?

13 A No.

14 Q Could SOSI discipline you for being late?

15 A Yes.

16 Q What could they do?

17 A They had a penalty imposed if you were late.

18 Q And what was the penalty?

19 A I believe it's the equivalent to two hours of your pay.

20 Q And did that ever happen to you?

21 A No.

22 Q Were you provided with a bilingual dictionary?

23 A In most courtrooms, yes. Not in Adelanto.

24 Q Were you provided with a lunch break?

25 A Yes.

1 Q Could you be denied a lunch break?

2 A It could happen.

3 Q Under what circumstances could it happen?

4 A If the morning session went too long and the next session  
5 started right after I got out of the courtroom, there was no  
6 time, and I would be told at the window, sorry, you have to go  
7 to your next case.

8 Q When were you supposed to get paid after submitting your  
9 COI's?

10 A Thirty days after the receipt of COI's.

11 Q And how did you know that?

12 A It was stipulated in the contract, and also later on  
13 sometime, I don't recall the exact time in which it happened,  
14 we started receiving an email right after you send your COI's,  
15 that would state, you know, we're in receipt of your COI's, and  
16 according to the contract, you will be paid 30 days from this  
17 date.

18 Q Okay. Could you look for GC-18 under --

19 A Okay. Got it.

20 Q The email that you just mentioned, is it something like  
21 that?

22 A Yes.

23 Q And when would you receive those?

24 A A few minutes after sending your COI's.

25 Q Okay. I'm going to have you look at GC Exhibit 146, which

1 is back in the stack that -- do you recognize that email?

2 A Yes.

3 Q And who sent that email?

4 A I did.

5 Q Who did you send it to?

6 A To Ms. Phyllis Anderson.

7 Q And when did you send that?

8 A This is dated January 5, 2016.

9 Q And what is this about?

10 A It is about my very first paycheck. I never received it.  
11 I mean I didn't receive it.

12 MR. LOPEZ: Move to admit GC Exhibit 146.

13 MR. ROBERTS: No objection.

14 JUDGE ROSAS: 146 is received.

15 **(General Counsel Exhibit Number 146 Received into Evidence)**

16 Q BY MR. LOPEZ: So go ahead and look at GC-147.

17 A Okay.

18 Q Okay. Do you recognize this?

19 A I do.

20 Q Okay. And what is this about?

21 A It is an email that I sent again, to Phyllis Anderson,  
22 asking her if she would please tell me when my first payroll  
23 would come, because I still had not received it.

24 Q Okay. And who is Phyllis Anderson again?

25 A Phyllis Anderson is a lady in human resources department.

1 MR. LOPEZ: Move to admit GC Exhibit 147.

2 MR. ROBERTS: No objection.

3 JUDGE ROSAS: 147 is received.

4 **(General Counsel Exhibit Number 147 Received into Evidence)**

5 Q BY MR. LOPEZ: Let's take a look at GC Exhibit 148. Do  
6 you recognize that email exchange?

7 A I do.

8 Q And who is it between?

9 A It is between myself and Claudia Thornton, with a CC to  
10 Hilda Estrada.

11 Q And why did you CC Hilda Estrada?

12 A She was keeping track of all this. Nobody had gotten  
13 paid.

14 Q Okay. And is Ms. Thornton's response to you in this email  
15 any different from what you understand when you would be paid?

16 A Yes. The wording is a little different.

17 Q And how is it different?

18 A We were supposed to receive the paycheck 30 days from the  
19 date we submitted our COI's. And according to Ms. Thornton,  
20 pay is supposed to be 30 days from the Friday of the week you  
21 submit your COI's. So for example, if a person worked three  
22 days, and she submitted, or he submitted his COI's on  
23 Wednesday, he had to wait 30 days plus the Friday to get paid.

24 MR. LOPEZ: Move to admit GC Exhibit 148.

25 MR. ROBERTS: No objection.

1 JUDGE ROSAS: 148 is received.

2 **(General Counsel Exhibit Number 148 Received into Evidence)**

3 Q BY MR. LOPEZ: Please take a look at GC Exhibit 149.

4 A Okay.

5 Q Do you recognize that email?

6 A I do.

7 Q Who is it between?

8 A It is between myself and Mr. Hummel, Daniel Hummel, with a  
9 CC to Hilda Estrada and Diana Sanchez.

10 Q Okay. And what is this about?

11 A I had -- I was desperate for a paycheck. I had not gotten  
12 paid in over five weeks. I was told that he would be the  
13 payroll department person. And so I directed my correspondence  
14 then to him, since I had no response from either Ms. Anderson  
15 or Ms. Thornton, about what date was I going to get paid.

16 MR. LOPEZ: Okay. Move to admit GC Exhibit 149.

17 MR. ROBERTS: No objection.

18 JUDGE ROSAS: 149 is received.

19 **(General Counsel Exhibit Number 149 Received into Evidence)**

20 Q BY MR. LOPEZ: Okay, did you discuss your lack of payment  
21 with other interpreters?

22 A Yes.

23 Q What other interpreters?

24 A Hilda Estrada, Diana Illarraza, Illarraza-Hernandez.

25 Q Okay. Are you familiar with the Interpreters Guild of



1 America?

2 A I am.

3 Q And what is it?

4 A It is a union for interpreters.

5 Q Okay. And how did you become familiar with the  
6 Interpreters Guild of America?

7 A I was invited to a gathering, a meeting in December of  
8 2015.

9 Q Okay. I'd like you to take a look at what's already been  
10 admitted as GC Exhibit Number 83. Do you recall if you ever  
11 received this email?

12 A Yes.

13 Q Okay. Do you recall who sent this email to you?

14 A Hilda Estrada.

15 Q Okay. Did you attend the meeting mentioned in this email?

16 A No, I was not able to attend this particular meeting.

17 Q Did you attend other meetings about the Interpreters Guild  
18 of America?

19 A Yes.

20 Q And were you ever part of a committee of the Interpreters  
21 Guild of America?

22 A Yes.

23 Q Okay. What committee?

24 A I was both media person --

25 Q Uh-huh.

1 A -- and also, I volunteered to help other interpreters with  
2 their payroll issues.

3 Q Okay. Would you please take a look at what's already been  
4 admitted as GC Exhibit 85?

5 A Okay.

6 Q Do you recognize that email?

7 A Yes.

8 Q And was this part of your outreach as part of that  
9 committee for helping interpreters with their payroll issues?

10 A Yes.

11 Q And how did you find out that this person needed help?

12 A He complained. In fact, I had spoken with him in Adelanto  
13 because he regularly would be out there in Adelanto. And he  
14 mentioned that he had not gotten paid, and I brought it up to  
15 the attention of the rest of the group.

16 Q Okay. And just for the clarity of the record here, who  
17 are we talking about here?

18 A We're talking about Mr. Behram.

19 Q Okay.

20 A Ganjineh Behram.

21 Q And who -- who does Mr. Ganjineh Behram work for?

22 A SOSI.

23 Q Okay. Does he work as an interpreter?

24 A Yes.

25 Q Okay. Were you ever involved I letting other interpreters

1 know about the Interpreters Guild of America?

2 A Yes.

3 Q Did you try to get them to join the Interpreters Guild of  
4 America?

5 A Yes, I did.

6 Q Were you a member of the Interpreters Guild of America?

7 A Yes.

8 Q When did you become a member?

9 A I signed up the very first meeting we went to in December  
10 of 2015.

11 Q Please take a look at what's been marked as GC Exhibit  
12 150.

13 A Okay.

14 Q Do you recognize that email exchange?

15 A I do.

16 Q And what is it about?

17 A This was an invitation to an interpreter. I sent him the  
18 flyers and the form to fill out, to join the IGA.

19 MR. LOPEZ: Okay. Move to admit GC-150.

20 MR. ROBERTS: No objection, I'm sorry.

21 JUDGE ROSAS: 150 is received.

22 **(General Counsel Exhibit Number 150 Received into Evidence)**

23 Q BY MR. LOPEZ: Please take a look at GC Exhibit 151.

24 A Okay.

25 Q Do you recognize that email?

1 A I do.

2 Q Who is madgaucha@gmail.com?

3 A That was the representative from the union, Ms. Angie  
4 Birchfield.

5 Q What were you asking her for?

6 A I was asking her if there were flyers that they might  
7 have, that didn't specify this was just the Los Angeles Area  
8 interpreters, because there were interpreters from out of state  
9 that were beginning to be interested in joining the IGA.

10 MR. LOPEZ: Okay. Move to admit GC-151.

11 MR. ROBERTS: No objection.

12 JUDGE ROSAS: 151 is received.

13 **(General Counsel Exhibit Number 151 Received into Evidence)**

14 Q BY MR. LOPEZ: Please take a look at GC Exhibit 152. Do  
15 you recognize that email?

16 A Yes.

17 Q Who is Hadiza?

18 A Hadiza is an interpreter from Washington, D.C.

19 Q Okay. Let's turn the page, please.

20 A Uh-huh.

21 Q What is that document?

22 A That is the document that you use to be able to join the  
23 IGA.

24 Q And next page, please.

25 A Okay.

1 Q What is that?

2 A That's the document that explains what IGA can do for you.

3 Q Okay. Next page. What is that document?

4 A The authorization for IGA to be able to deduct your  
5 membership fees monthly.

6 Q Okay. And why had you sent this email?

7 A I'm sorry.

8 Q Why had you sent that email?

9 A Because Hadiza was interested in joining, and she did  
10 join, in fact.

11 MR. LOPEZ: Okay. Move to admit GC-152.

12 MR. ROBERTS: No objection.

13 JUDGE ROSAS: 152 is received.

14 **(General Counsel Exhibit Number 152 Received into Evidence)**

15 Q BY MR. LOPEZ: Who is Maria Elena Walker?

16 A Maria Elena Walker is a Spanish interpreter, who was also  
17 the liaison and quality control person for Lionbridge.

18 Q Do you know whether she had a position under SOSI?

19 A She was going to have.

20 Q How do you know that?

21 A We were -- I was told.

22 Q Okay. And what position did you think she was going to  
23 have?

24 A She was also going to be the quality control person for  
25 SOSI.

1 Q Please take a look at GC Exhibit 153.

2 A Yes.

3 Q Do you recognize that email?

4 A I do.

5 Q And what is that email about?

6 A This email is sent to Ms. Anderson because originally, we  
7 had sent a similar email to Mr. Hilge Wright (phonetic), who  
8 was our liaison here in Los Angeles, and he was supposed to  
9 forward this, the second page, to the company, to SOSI, but for  
10 some reason it never got there. So I send it to Phyllis  
11 Anderson, with the attachment of what I had sent Hilge.

12 MR. LOPEZ: Okay. Move to admit GC-153.

13 MR. ROBERTS: No objection.

14 JUDGE ROSAS: You said 153?

15 MR. LOPEZ: Y'all.

16 JUDGE ROSAS: Okay. It's received.

17 **(General Counsel Exhibit Number 153 Received into Evidence)**

18 Q BY MR. LOPEZ: And did you ever have any personal issues  
19 with Ms. Walker?

20 A Yes.

21 Q Okay. Did other interpreters also have issues?

22 A Yes.

23 Q Okay. And what were your issues with Ms. Walker?

24 A My issues were, on two occasions I had problems with her.  
25 On the first occasion, I had been sent to another detention

1 center that was tele-video in Santa Ana. It was the Santa Ana  
2 Jail. The judge was in Los Angeles. There was no one there  
3 but the interpreter and the detainees. When you have your COI,  
4 the judge, or the window, has to sign it for you, to be  
5 official. There was no one in Santa Ana to do the signing. I  
6 had to bring my COI's to Los Angeles, whenever the following  
7 day that I worked would be, so that someone could sign it. Ms.  
8 Walker had told me that she would be glad to help me facilitate  
9 getting those signatures. But on the following day when I was  
10 in Los Angeles, she was not there. I did not know her  
11 schedule. I did not know when she would be back to work  
12 because she wasn't there every day. And so I took it upon  
13 myself to take it to the window and ask to have the interpreter  
14 supervisor look at my COI and sign it for me, so that I could  
15 submit it to Lionbridge.

16 And he did. He very kindly signed my COI, gave it back to  
17 me later that afternoon. And then Ms. Walker found out about  
18 it. And she was not very happy. I supposedly had to go to her  
19 to get the signatures. And that's really not the case because  
20 it's my COI. I should be able to have a supervisor sign it for  
21 me at the window. She called me. She was very rude. And I  
22 notified my supervisor at Lionbridge. My coordinator.

23 Q And who was that?

24 A My coordinator at that time was So Columbies. I had --  
25 she had been my coordinator for a long, long time.

1 Q All right. Could you please take a look at GC Exhibit  
2 154?

3 A Yes.

4 Q Who's Elena Mendez de Artola?

5 A It's Elena Walker. Maria Elena Walker.

6 Q Okay. And how do you know that?

7 A It was known. She made it publicly known that that was  
8 her maiden name.

9 Q Okay. And what is this document?

10 A This document, I took it upon myself to send her a private  
11 message on Facebook because through a mistake, in SOSI's, I  
12 don't know website, a lot of people that had submitted  
13 documents to them, anybody could look at them. They were just  
14 public. And I felt that I knew her. I don't have to like her,  
15 to do her a favor. I let her know that her Passport, her  
16 Social Security Number, the contract that she had signed for  
17 SOSI, it was all out there in the public view.

18 MR. LOPEZ: Okay. Move to admit GC-154.

19 MR. ROBERTS: No objection.

20 JUDGE ROSAS: Let me ask you, there's no date on this. Do  
21 you know what date this is from?

22 THE WITNESS: I cannot give you an exact date, Your Honor,  
23 but this would have been after I was already unemployed. So it  
24 would have been after the 31st of August of 2016.

25 JUDGE ROSAS: Okay.



1 THE WITNESS: However, if you need an exact date, I could  
2 go back to Facebook and look it up.

3 JUDGE ROSAS: No, my question is this. There's some  
4 superimposed material on the top of the page.

5 THE WITNESS: Yes.

6 JUDGE ROSAS: See the part that says Elena Mendez De  
7 Artola?

8 THE WITNESS: Yes.

9 JUDGE ROSAS: Okay. How does that relate to the rest of  
10 the document?

11 THE WITNESS: Gosh, I don't know how the photocopy was  
12 taken.

13 MR. LOPEZ: It's not, Your Honor, it's not superimposed.  
14 What it is, it's a screenshot.

15 JUDGE ROSAS: Okay.

16 MR. LOPEZ: On the phone.

17 JUDGE ROSAS: All right.

18 MR. LOPEZ: And so when --

19 JUDGE ROSAS: Let me ask the witness. Let me ask the  
20 witness. So this was a message that you communicated to Ms.  
21 Walker through Facebook?

22 THE WITNESS: Yes, Your Honor.

23 JUDGE ROSAS: And was that a message that you saved?

24 THE WITNESS: It would be in Facebook. It stays there.

25 JUDGE ROSAS: So you were able to retrieve it a year

1 later?

2 THE WITNESS: Yes.

3 JUDGE ROSAS: Okay.

4 THE WITNESS: Oh, yes.

5 JUDGE ROSAS: Okay. All right. 154 is received.

6 **(General Counsel Exhibit Number 154 Received into Evidence)**

7 Q BY MR. LOPEZ: What is a disqualification?

8 A A disqualification is when you are no longer able to work  
9 at a particular courthouse or with a particular judge.

10 Q Okay. Could you be disqualified from working with just  
11 one judge?

12 A Yes, you can.

13 Q Could you be disqualified from working with just one EOIR  
14 Court?

15 A Yes, you can.

16 Q Could you be disqualified from working nationwide?

17 A Yes, you can.

18 Q And were you ever disqualified while working for SOSI?

19 A Yes, I was.

20 Q Okay. Please take a look at GC Exhibit 155. Okay. What  
21 is that email about?

22 A This is an email that I received from Haroon Siddiqi,  
23 letting me know that all my cases at the Adelanto Detention  
24 West Court had been reassigned, due to a conflict of interest  
25 with Judge Sandra Santos. And I should call the quality

1 control person, Maria Ayuso if I needed any further  
2 explanation.

3 Q Okay. And what was the conflict of interest?

4 A Well, Sandra Santos had been a trial attorney for the  
5 Government for many, many years. I had known her since I had  
6 started working for Berlitz in 2002. She was in Los Angeles at  
7 that time. She later on transferred to another detention  
8 center that we had up in the Lancaster area, the Mira Loma  
9 Detention Center, to which I was assigned constantly. And  
10 sometimes for long periods of time permanently. She  
11 transferred -- when that center closed down, she -- Adelanto  
12 opened. And she transferred to Adelanto. When I went to work  
13 for Adelanto, I was living here in Los Angeles. It took about  
14 an hour and 15 minutes to get to Adelanto in the mornings. It  
15 took sometimes three hours to get back in the afternoon with  
16 traffic. So, I found it very difficult to be doing that. And  
17 I really wanted to work at the detention center, because that  
18 was my expertise. The detention centers had been what I had  
19 done the most of. I -- my husband and I decided to try to move  
20 a little closer. I didn't particularly like the Adelanto area.  
21 It's very desolate and we know nobody in Adelanto. So,  
22 I -- someone suggestion I should look for a house in Lancaster  
23 that is more of an urban type community and everything is close  
24 by. I do have some friends up there and I put it out there  
25 publicly. You know, if anybody knows of a house in Adelanto

1 (sic), please let me know. And Ms. Weiherer brought me the  
2 newspaper from Adelanto. She lived in Lancaster and she  
3 brought it to me Adelanto. And Sandra Santos gave me a phone  
4 number. She said, You know, this person I know she  
5 rents -- she manages houses. Give her a call.

6 The name of the person is Lily Artiga. And I called Ms.  
7 Artiga and she did have a house for rent at that time and we  
8 went to look at it the following weekend. We liked the house.  
9 We applied for the house. We got the house. And later on, I  
10 found out that the house belonged to the step-father of Ms.  
11 Sandra Santos. I did not find out from Ms. Santos that that  
12 was the case. I found out from Ms. Artiga. Years go  
13 by -- three years go by, and all of a sudden Ms. Santos is now  
14 a judge. And so, the first day that she was on the bench, I  
15 was assigned to her courtroom and I found out right then and  
16 there that I could not work in her courtroom anymore. Because  
17 there was supposed to be a conflict of interest, even though we  
18 did not pay the rent to her. We did not pay the rent to her  
19 father, we paid to the manager.

20 Q Okay. And was Ms. Santos a judge at Adelanto?

21 A Yes.

22 Q Judge Santos, a judge, sorry. Were you ever told that  
23 your disqualification had anything to do with your performance?

24 A Absolutely not.

25 MR. LOPEZ: Move to admit GC-155.

1 MR. ROBERTS: No objection.

2 JUDGE ROSAS: 155 is received.

3 **(General Counsel Exhibit Number 155 Received into Evidence)**

4 Q BY MR. LOPEZ: Please take a look at GC Exhibit 156.

5 A Yes.

6 Q Do you recognize these documents?

7 A I do.

8 Q And what are they?

9 A These are letters of recommendations from two of the  
10 judges in Adelanto.

11 Q When are they from?

12 A They're from November the 3rd, 2014.

13 Q Okay. And did you continue to have  
14 relationship -- working relationships with these judges?

15 A Oh yes.

16 Q Throughout the time before you were disqualified?

17 A Yes.

18 Q And did these judges ever change their -- or let you know  
19 that to revoke this -- these letters of recommendation?

20 A No.

21 Q Okay.

22 MR. LOPEZ: Move to admit GC Exhibit Number 156.

23 MR. ROBERTS: No objection.

24 JUDGE ROSAS: 156 is received.

25 **(General Counsel Exhibit Number 156 Received into Evidence)**

1 Q BY MR. LOPEZ: Did you continue working for SOSI after  
2 your disqualification from Adelanto?

3 A Yes, I did.

4 Q At what courts?

5 A Los Angeles, and 606 Olive Street, and the 300 building.

6 Q When was your contract set to expire?

7 A August 31st, 2016.

8 Q And prior to the contract's expiration were you contacted  
9 regarding contract renewal?

10 A No.

11 Q Okay, did you contact anyone from SOSI regarding contract  
12 renewal?

13 A Yes, I did.

14 Q Who did you contact?

15 A I contacted Ms. Thornton. Claudia Thornton.

16 Q Okay. How did you contact her?

17 A Via email.

18 Q What did you ask her?

19 A Not only did I ask, another interpreter together, the same  
20 day we both sent an --

21 MR. ROBERTS: Objection.

22 THE WITNESS: -- email to her.

23 MR. ROBERTS: Non-responsive.

24 JUDGE ROSAS: Sustained.

25 THE WITNESS: Okay. Yes, I did.

1 JUDGE ROSAS: Hold on. Let him ask the question again.

2 Q BY MR. LOPEZ: How did you contact Ms. Thornton?

3 A Via email.

4 Q What did you say to Ms. Thornton?

5 A I asked her about the contract, I had not received a  
6 contract yet. We were expecting contracts. I asked her if  
7 there was anyone in particular I should contact at the company  
8 in order to receive my contract.

9 Q Okay. Please take a look at GC Number 157. Do you  
10 recognize that email?

11 A I do.

12 Q And was this Ms. Thornton's response to your email?

13 A Yes.

14 Q Okay. What is this email about?

15 A Ms. Thornton is letting me know that my contract would not  
16 be extended past the current contract; which expires on August  
17 31st, 2016. And we appreciate your support.

18 Q And when were you when you received this -- or where were  
19 you when you received this email?

20 A I was sitting in a little office that several interpreters  
21 had gotten together years before and rented in Los Angeles.

22 Q And was anyone else with you?

23 A Yes.

24 Q Who?

25 A Hilda Estrada, Maria Portillo, Stephany Magana --

1 Q Okay.

2 A And Angel Garay.

3 Q Okay.

4 A Richard Salas, and myself.

5 Q And did any of the people that were with you in that  
6 office also receive the same email?

7 A Yes.

8 Q And how do you know that?

9 A Because it happened within seconds of my email.

10 Q Do you know who received that email?

11 A Hilda Estrada, Maria Portillo, Stephany Magana and myself.

12 MR. LOPEZ: Move to admit GC-157, Your Honor.

13 MR. ROBERTS: No objection.

14 JUDGE ROSAS: You said what? 150 --

15 MR. LOPEZ: 157.

16 JUDGE ROSAS: 157 is received.

17 **(General Counsel Exhibit Number 157 Received into Evidence)**

18 Q BY MR. LOPEZ: Did anyone from SOSI ever explain why your  
19 contract was not renewed?

20 A No.

21 Q Did you have any pending assignments at the time you were  
22 told that your contract would not be renewed?

23 A Yes, I did.

24 Q Did you take those assignments?

25 A I did not.



1 Q Why not?

2 A I no longer felt an obligation to fulfill my part of the  
3 contract.

4 Q And when were those assignments for?

5 A They were for the 25th and 26th of July -- of August 2016.

6 Q And did you participate in any demonstrations?

7 A Yes, I did.

8 Q When did you participate in those demonstrations?

9 A August 25th and 26th, 2016.

10 Q And where did those demonstrations take place?

11 A At the corner of 606 Olive Street and 6th Street.

12 Q What was that demonstration about?

13 A About SOSI's behavior to the interpreters and all the  
14 problems that we had had with SOSI.

15 Q Okay. About how many people were there?

16 A From SOSI?

17 Q How many interpreters were there?

18 A I would say at least ten of us.

19 Q Do you recall who?

20 A Fernando Beceril, Irma Rosas, Diana Illarraza, Hilda  
21 Estrada, Maria Portillo, myself, and another interpreter. I do  
22 not remember her name, but she was there.

23 Q What did you do at the demonstration?

24 A At the demonstration we had banners. Basically, all we  
25 did was banners. We did not speak to anyone. We did not

1     interfere with anyone's coming in or out of the building. We  
2     just simply displayed our banners. We displayed it right at  
3     the corner where the courthouse is and across the street at the  
4     park.

5     Q     Was there press at that demonstration?

6     A     Yes.

7     Q     Did you speak to the press?

8     A     Yes, I did.

9     Q     Who did you speak to?

10    A     I spoke to TV Estrella and to Channel 52.

11    Q     Okay. Are those Spanish language television channels?

12    A     Yes.

13    Q     Do you know if your interviews with those stations aired?

14    A     Yes, they did. They were brief, but yes, they did.

15    Q     And what did you say in those interviews?

16    A     I stated that we had been fired. That we were people of  
17     tremendous time working at -- for EOIR. We had a lot of  
18     experience and that we felt that the Respondents were going to  
19     suffer with the loss of interpreters with experience.

20    Q     Okay. At the demonstration were there any signs  
21     specifically about SOSI?

22    A     Yes, I believe there were.

23    Q     Do you recall any of the signs?

24    A     I don't remember what it said on them anymore.

25    Q     Okay. Please take a look at GC Exhibit 158.

- 1 A Okay.
- 2 Q Do you recognize that email?
- 3 A Yes.
- 4 Q And when is it from?
- 5 A It's from August 29.
- 6 Q Okay, and was this after your contract was not renewed?
- 7 A No, it was two days before.
- 8 Q Okay. So -- and GC-157, that looks like it was from
- 9 August 24, 2016.
- 10 A I'm sorry, 157?
- 11 Q 157, yes. Do you see the --
- 12 A Yes.
- 13 Q Do you -- so, on August 24, 2016 is when your contract was
- 14 not extended?
- 15 A That's when it was not extended. But it had not expired
- 16 yet.
- 17 Q Okay. Okay. And GC Exhibit 158, had your contract
- 18 already not been renewed?
- 19 A Yes.
- 20 Q Okay. And what is that email about?
- 21 A It's about not receiving payroll on time.
- 22 Q Was not receiving payroll on time throughout the entire
- 23 time you worked for SOSI?
- 24 A It happened on a few occasions, yes.
- 25 Q Okay. Was it limited to a particular time?

1 A No, it was throughout.

2 MR. LOPEZ: Move to admit GC-158.

3 MR. ROBERTS: No objection.

4 JUDGE ROSAS: 158 is received.

5 **(General Counsel Exhibit Number 158 Received into Evidence)**

6 Q BY MR. LOPEZ: After your contract was not renewed by  
7 SOSI, and after your initial contract had expired; did you  
8 apply for unemployment insurance?

9 A Yes, I did.

10 Q And did SOSI challenge your receipt of unemployment  
11 insurance?

12 A Yes, they did.

13 Q Do you recall for what reasons they challenged it?

14 A First, because they stated that I was an independent  
15 contractor. And second they thought that they might have had  
16 cause for dismissal.

17 Q Okay. And did you attend a hearing regarding the  
18 unemployment insurance?

19 A Yes, I did.

20 Q Do you recall if a SOSI representative was present?

21 A An attorney for SOSI was present.

22 Q And did that representative present any evidence?

23 A Only my contract.

24 Q Did they present any reason for your termination?

25 A No.

1 Q Please take a look at GC Exhibit 159.

2 A Okay.

3 Q Take your time and look through it, please. Would you  
4 look through it? Okay.

5 A Okay.

6 Q What is this document?

7 A That is the decision from the EDD Judge, basically stating  
8 that he had decided in my favor.

9 Q Well, what is this decision about?

10 A The decision is about they considered me to be an employee  
11 and I did not have to return the money that EDD had paid me  
12 already.

13 Q Okay.

14 MR. LOPEZ: Move to admit GC-159.

15 MR. ROBERTS: I object on the same --

16 JUDGE ROSAS: Let's --

17 MR. ROBERTS: -- grounds as previous.

18 JUDGE ROSAS: Let's go right to 160. You know, you can  
19 group some of these together. We don't have to go through  
20 them --

21 MR. LOPEZ: Okay.

22 JUDGE ROSAS: -- in a very monotonous fashion. Let's try  
23 to group some of them together.

24 MR. LOPEZ: I move -- but --

25 Q BY MR. LOPEZ: Please take a look at GC-160.

1 A Okay.

2 Q And is this document --

3 MR. ROBERTS: Is this any different than the previous one?

4 Q BY MR. LOPEZ: How is this different from the previous  
5 document?

6 A This document states that there was no grounds of  
7 misconduct for my dismissal.

8 MR. LOPEZ: Okay. Move to admit GC-160.

9 MR. ROBERTS: Same objection.

10 JUDGE ROSAS: Okay. For reasons previously stated --

11 MR. LOPEZ: And I move to admit 159 as well, sorry.

12 JUDGE ROSAS: -- counsel. Right.

13 For the reasons previously stated I'm going to receive  
14 over objection 159 and 160 and give them the weight that they  
15 may deserve. Consider any facts and findings in there to the  
16 extent that they're corroborated, otherwise lend assistance in  
17 the fact finding in this case. Overruled. 159 and 160 are  
18 received.

19 **(General Counsel Exhibit Number 159 and 160 Received into**  
20 **Evidence)**

21 MR. LOPEZ: No further questions, Your Honor.

22 JUDGE ROSAS: Are we doing anything with GC-140?

23 MR. LOPEZ: No, Your Honor. Sorry. Not offered.

24 JUDGE ROSAS: Okay. All right. Charging Party, any  
25 questions?

1 MS. BRADLEY: Yes, just briefly, Your Honor.

2 JUDGE ROSAS: Okay.

3 **DIRECT EXAMINATION**

4 Q BY MS. BRADLEY: Good morning, Ms. Rivadeneira.

5 A Good morning.

6 Q Do you recall earlier in your testimony when you were  
7 asked about a conflict of interest issue that arose with Judge  
8 Santos at the Adelanto facility?

9 A Yes.

10 Q Okay. And is Judge Santos the only immigration judge at  
11 the Adelanto facility?

12 A No.

13 Q And how many other judges are regularly at Adelanto other  
14 than Judge Santos?

15 A There are three live judges. At that time, there were  
16 three live judges, and at least two tele videos.

17 Q And did you -- did you ever receive any notification that  
18 there was a conflict of interest issue with any of the other  
19 judges, other than Judge Santos?

20 A No.

21 Q Okay.

22 MS. BRADLEY: No further questions, Your Honor.

23 JUDGE ROSAS: Okay. Let's go off the record.

24 (Off the record at 10:24 a.m.)

25 JUDGE ROSAS: Back on the record. Cross.

**CROSS-EXAMINATION**

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Q BY MR. ROBERTS: Ms. Rivadeneira good morning.

A Good morning, sir.

Q You're aware that in the past few weeks you've received a number of notices about a package or a letter being delivered or attempted to be delivered to your home?

A No, sir. I have not received anything.

Q You've received no letters or notices of any kind of letter from SOSI or SOSI's attorneys to your home address?

A There was someone who came to my door on a day that I was not at home. And so, since I was not at home, no one signed for whatever it was that was supposed to be delivered.

Q You got no notices that you could pick up this package or letter at the post office?

A No, sir.

Q Okay. And the address that you gave earlier, what was that address again? Is that Ridgecrest Street?

A 1-5-2-1 Ridgecrest Street, Apartment D as in David. Monterey Park, California 91754.

Q Were you aware that other individuals named in this case were receiving subpoenas from SOSI?

A Yes.

Q But your testimony is that there was no notices left at your apartment indicating that there was a package or letter waiting for you to pick up?



1 MR. LOPEZ: Asked and answered, Your Honor.

2 THE WITNESS: That is --

3 JUDGE ROSAS: Overruled. You can answer.

4 THE WITNESS: That is correct, sir.

5 Q BY MR. ROBERTS: Okay. You testified that when you first  
6 started working at EOIR the company was known as Berlitz. And  
7 then you said that there were some name changes, and my  
8 question is were these change -- were these just names -- was  
9 the company name just changing or was it a different company  
10 that was coming in?

11 A To my knowledge --

12 Q Uh-huh.

13 A -- it was a name change.

14 Q Okay.

15 A I never knew about any other companies.

16 Q And so Berlitz and Bound Global and whatever other  
17 agencies up until you got -- except for the one that was the  
18 subcontractor, all of those -- did that include Land Bridge?  
19 Was that a different company? Or to your knowledge was that  
20 just a name change?

21 A To my knowledge it was only a name change.

22 Q Okay. So, although their names may have been different,  
23 you were consistently working for Lionbridge except for that  
24 period in which there was an intermediate subcontractor?

25 A That is correct.

1 Q Okay. Now you said on direct that you had -- you were  
2 asked the question what your experience was that allowed you to  
3 get the work -- I'm going to refer to it as Lionbridge even  
4 though the name may have been different at the time.

5 A I understand.

6 Q You had said you had worked -- performed some kind of work  
7 at Children's Hospital since 1998 what -- was that interpreting  
8 work?

9 A Yes, sir.

10 Q And what kind of interpreting did you do at Children's  
11 Hospital?

12 A Medical interpreting.

13 Q And like in what scenarios or what situations would you be  
14 asked to do interpreting?

15 A Any time there was a patient whose parents did not speak  
16 English, be it for a surgery, be it a consultation, be it the  
17 emergency room, be it to let the parent to know that the child  
18 was dying.

19 Q And were you an employee of Children's Hospital? Or were  
20 you doing this on some kind of freelance basis?

21 A I was an employee.

22 Q Okay. And you said that you also did language line,  
23 telephonic translation. Is that correct?

24 A Interpretation, yes.

25 Q Okay. And was that as an employee of someone or was that

1 freelance work?

2 A I believe that was considered freelance.

3 Q Okay. And what was the nature of that work?

4 A That was telephonic interpretations, be it legal, medical,  
5 9-1-1 calls, insurance company, banks, courts, jail.

6 Q Okay. And how long did you continue to do that type of  
7 work?

8 A I did that from 1998 to 2002.

9 Q Now, you testified that when you first -- okay, so you  
10 learned that Lionbridge was losing the contract, and I believe  
11 your testimony was that initially you heard about a company  
12 called Mid Lang. Were you familiar with Mid Lang?

13 A I was not familiar with Mid Lang. No.

14 Q Okay, but you said there was discussion and concern about  
15 not wanting to work for them. And what was the basis of that  
16 belief or feeling?

17 A The basis for that, as far as my personal feeling?

18 Q Yes. Yours.

19 A Was that the person that was in charge of that contract  
20 was the same person who had owned LLI prior. And I had had  
21 some issues with that company regarding payroll.

22 Q Okay. The -- so, you're saying that the -- your  
23 understanding was that the person who owned Mid Lang -- or was  
24 responsible -- now owned, but was responsible for the EOIR  
25 contract assuming Mid Lang was used was going to be the same

1 person who had -- you had worked with or dealt with at LLI?

2 A LLI, yes.

3 Q Okay. And what was LLI?

4 A That was her company. And I do not know what it stands  
5 for. I don't remember.

6 Q Okay, but had you worked for LLI?

7 A Yes, during the time that we were transferred locally to  
8 them by --

9 Q Oh that's --

10 A -- by Bound.

11 Q That is the intermediate subcontractor?

12 A Yes.

13 Q Okay.

14 A Uh-huh.

15 Q Did you -- and in that time period of say, August,  
16 September of 2015 did you discuss Mid Lang with other  
17 interpreters, their -- your concerns or their concerns?

18 A Yes.

19 Q And it's true that there was a consensus among the  
20 interpreter group that they would not work for Mid Lang,  
21 correct?

22 A Yes, that's correct.

23 Q And I know you've expressed your personal issues. What  
24 other issues did you hear from other interpreters about Mid  
25 Lang?

1 A they were concerned over the same issue that I had, since  
2 some of these interpreters had also worked for LLI.

3 Q Uh-huh. Okay. And to your -- if you know, was  
4 your -- was the group's unwillingness to work with Mid Lang  
5 conveyed to SOSI at some point?

6 A Yes, I believe it was.

7 Q And was that to Mr. Valencia?

8 A Yes.

9 Q All right. Now, if you would look at General Counsel's  
10 143. It's one of the exhibits you were shown this morning.  
11 And, in particular, page 2, which is an email of May 16th, 2016  
12 from Haroon Siddiqi to you -- well, excuse me, go to page 3.  
13 Which is the May 16th email from you to Haroon. And there's a  
14 sentence in there that says -- you're saying, "Do you have any  
15 other assignments for me this week before I pledge my services  
16 to someone else." So, what did you mean by the statement,  
17 "Before I pledge my services to someone else"?

18 A By that mean to say, if I don't have cases, I'm going to  
19 look for other work.

20 Q Okay. So, even though you were not -- I believe your  
21 testimony was that you really weren't working for any other  
22 agencies while you were employed by SOSI, correct?

23 A Correct.

24 Q Did you have contacts or potential clients that you could  
25 seek work from?

1 A No, not at that time.

2 Q Okay. Well, who were you referring to then when you said,  
3 Before you pledge your services to someone else?

4 A That was an empty threat.

5 Q Okay. You described an incident or a conflict, if you  
6 will, with Maria Elena Walker concerning a CLI that -- and how  
7 it should -- who should approve it, in a situation where you  
8 couldn't get it signed by the judge, and so, you had to go to  
9 LA the next day. Do you recall that testimony?

10 A Yes, I do.

11 Q Was that while you were at Lionbridge?

12 A Yes.

13 Q Okay. And you -- I understood you to say that you went to  
14 the supervisor to have it signed. Who were you referring to as  
15 the supervisor?

16 A The supervisor was Rene at 606 Olive Street.

17 Q This was someone with the Clerk's Office? Or --

18 A That was the interpreter's supervisor.

19 Q Was this someone stationed at 606 Olive Street?

20 A Yes, it's someone from EOIR.

21 Q Oh okay. So, when you referred -- it was not a Lionbridge  
22 supervisor. It was an EOIR supervisor?

23 A That is correct.

24 Q Okay. And what was your understanding of that supervisor  
25 for EOIR -- that person's responsibilities?

1 A Well, he supervised the interpreters for one thing, and if  
2 we had any issues we could go to him.

3 Q Okay. And how did you know that?

4 A I've been there for so many years, I knew the person.

5 Q Okay. And what kind of type of issues would you take to  
6 the EOIR supervisor?

7 A It would be, for example, that signing of the COI.

8 Q Okay.

9 A Other issue that I took up with him was on one occasion.  
10 The lines to go into the building are very long.

11 Q Okay.

12 A I had already been in the building and finished one  
13 assignment in the 5th Floor. My judge released me and I'm  
14 supposed to return to the window and either turn in my COI, be  
15 dismissed, or be sent to another judge. The guards at the  
16 front -- since you had to through the same lobby to go to the  
17 15th floor, demanded that I go back in line in the rain and go  
18 into the building again. And I refused.

19 Q Okay. And you went --

20 A Yeah.

21 Q -- to see the supervisor about that?

22 A Yes, I did. I wanted to let him know that I had  
23 had -- and what I had done.

24 Q And did he resolve the issue or what happened?

25 A He told me not to worry about it.

1 Q Okay. That you did not have to go back out in the rain?

2 A He didn't tell me anything. He just said don't worry  
3 about it. You know, because I did have -- I had words with the  
4 guard.

5 Q I was just wondering, did you actually have to go back and  
6 go through the --

7 A No.

8 Q -- the line again?

9 A No. No. No. I --

10 Q Okay.

11 A -- walked up to the 15th Floor. I went and did what I was  
12 supposed to do.

13 Q So, your problem was resolved by the supervisor for EOIR?

14 A No, the problem was resolved by me. I just went in.

15 Q Okay. But he approved what you did, correct?

16 A Yes, he did.

17 Q Okay. And after it became SOSI, did there continue to be  
18 an EOIR supervisor?

19 A Oh yes.

20 Q Okay. It's the same individual that you mentioned there?  
21 The same one that's there now?

22 A There -- I don't --

23 Q Well, when you --

24 A Yeah.

25 Q -- last were there?



1 A Yeah, when I was there last, he was still there. Yes.

2 Q Okay. All right. Now there's one -- GC 154, and you  
3 don't' really need to look at it, but it's a letter -- it's  
4 when you let Maria Elena Walker know that her personal data was  
5 in the public. My question is, is, how do you know that her  
6 data had been breached?

7 A We were made aware by other interpreters.

8 Q And who specifically made you aware?

9 A Hilda Strata.

10 Q Okay. And what did Ms. Estrada say about that situation?

11 A She said, you know, Pattie, you're not going to believe  
12 what's happening. There's people's information that anybody  
13 that accesses that system can see.

14 Q Any other interpreters that let you know about this data  
15 breach?

16 A No.

17 Q And did Ms. Estrada or anyone else forward you any kind of  
18 link showing what that data breach was or showing Ms. Walker's  
19 data?

20 A Not to me personally, no.

21 Q Okay. Were you aware that other interpreters were sending  
22 around the link of Ms. Walker's data?

23 A I had heard about it, yes.

24 Q Okay. And I'm asking about GC-156, but again you don't  
25 need to look at it. It's the recommendation letter from the

1 Judge Amy T. Lee.

2 A Uh-huh.

3 Q And it's dated November 3rd, 2014.

4 A Uh-huh.

5 Q You recall that, correct?

6 A Of course.

7 Q Okay. And you were still working through Lionbridge at  
8 that time, correct?

9 A Yes, I was.

10 Q And did you request this letter?

11 A Yes, I did.

12 Q And what was your purpose in requesting it?

13 A My purpose in requesting that is -- was in fact, because I  
14 had had the second problem with Maria Elena Walker and I felt  
15 at the time that there was a possibility that I may no longer  
16 be working for Lionbridge --

17 Q Okay.

18 A -- because of her.

19 Q And that's not a full year, but roughly -- well, really  
20 about a year before Lionbridge actually was replaced by SOSI,  
21 correct?

22 A Yes, sir.

23 Q Okay. And did you actually go out and seek interpreting  
24 type work during that time period?

25 A No, I did not.

1 Q Okay.

2 (Counsel confer)

3 MR. ROBERTS: I don't have any other questions.

4 JUDGE ROSAS: Any redirect?

5 MR. LOPEZ: Can I have a moment, Your Honor?

6 JUDGE ROSAS: Off the record.

7 (Off the record at 10:52 a.m.)

8 MR. LOPEZ: No redirect, Your Honor.

9 JUDGE ROSAS: Charging party?

10 MS. BRADLEY: Nothing from the Charging Party, Your Honor.

11 JUDGE ROSAS: I have a question. So this is -- I want to  
12 make sure that I understand the nuances here of the -- that you  
13 referred to, I think, Rene as the supervisor, right?

14 THE WITNESS: (No verbal response).

15 JUDGE ROSAS: Is that a yes?

16 THE WITNESS: Yes, sir. Sorry.

17 JUDGE ROSAS: You initially testified on direct that you  
18 went to your supervisor and clarified that his name is Rene.  
19 What's his last name?

20 THE WITNESS: I'm sorry, Your Honor. I do not remember.

21 JUDGE ROSAS: Okay, when you refer to him as the  
22 supervisor of the interpreters, we know that there are staff  
23 interpreters that are employed by EOIR, correct?

24 THE WITNESS: Yes, Your Honor.

25 JUDGE ROSAS: And then there are the interpreters that

1       were provided by SOSI and Lionbridge, as in you, correct?

2               THE WITNESS:   Yes, Your Honor.

3               JUDGE ROSAS:   Okay, so when you refer to him as your  
4       supervisor, can you tell me more about your -- about his role  
5       in interaction with you on a daily basis?

6               THE WITNESS:   Your Honor, there was little interaction on  
7       a daily basis, unless it was necessary.

8               JUDGE ROSAS:   What was necessary, for example?

9               THE WITNESS:   For example, if an interpreter were to  
10      become ill, he would get involved.

11              JUDGE ROSAS:   All right.   So just so I'm clear here --  
12      because there's the category of the staff interpreters and  
13      there's the category of the contractor/employee interpreters,  
14      whatever they are -- when who became ill?

15              THE WITNESS:   Either one of us.

16              JUDGE ROSAS:   Okay.

17              THE WITNESS:   Be it --

18              JUDGE ROSAS:   All right.

19              THE WITNESS:   -- the employees or the -- the outside  
20      interpreters.

21              JUDGE ROSAS:   Okay, did he ever provide any other  
22      direction during the day, in any instance?

23              THE WITNESS:   Not to me, directly.   No.

24              JUDGE ROSAS:   Okay, when you turned in the COI at the  
25      window -- I guess, most attorneys, judges might assume --

1       you're referring to someone who was a clerk?

2               THE WITNESS:   Correct, Your Honor.

3               JUDGE ROSAS:   I think that you indicated that he was at  
4       the window?

5               THE WITNESS:   No.

6               JUDGE ROSAS:   No?

7               THE WITNESS:   I went to the window and I asked for a  
8       supervisor to sign it.

9               JUDGE ROSAS:   Okay.

10              THE WITNESS:   And I asked for a supervisor because he  
11       would know the exact time that I started working and that I  
12       finished working, because of the record they have on their  
13       recordings.

14              JUDGE ROSAS:   And that supervisor turned out to be Rene?

15              THE WITNESS:   Yes, sir.

16              JUDGE ROSAS:   The person that you deal with on a daily  
17       basis, turning in the COIs, that's a clerk?

18              THE WITNESS:   Yes, Your Honor.

19              JUDGE ROSAS:   That's not an interpreter?

20              THE WITNESS:   No, Your Honor.

21              JUDGE ROSAS:   And is that person, to your knowledge,  
22       supervised by, or was supervised, by Rene?   The clerk at the  
23       window?

24              THE WITNESS:   Yes, Your Honor.

25              JUDGE ROSAS:   So Rene was in charge of an entire

1 department including interpreters -- staff interpreters, and  
2 support staff?

3 THE WITNESS: Yes, Your Honor.

4 JUDGE ROSAS: Okay. All right. Does anybody have any  
5 follow-up on that?

6 MR. ROBERTS: I don't.

7 JUDGE ROSAS: All right. Thank you, ma'am. You're  
8 excused.

9 MS. BRADLEY: Just briefly --

10 JUDGE ROSAS: Oh.

11 MS. BRADLEY: -- Your Honor --

12 JUDGE ROSAS: Go ahead.

13 MS. BRADLEY: -- if I could?

14 JUDGE ROSAS: Go ahead.

15 **REDIRECT EXAMINATION**

16 Q BY MS. BRADLEY: So Ms. Rivadeneira, you referenced the  
17 start and stop time from the recording in the Judge's questions  
18 to you. Can you explain what you're referring to?

19 A Yes, everything is recorded at immigration court.

20 Q Okay, so is it your understanding that instead of a  
21 transcriptionist, there's an audio recording of the  
22 proceedings?

23 A Yes, ma'am.

24 Q Okay, and the issue where you had to -- the issue that the  
25 Judge questioned you about -- I think it was your testimony;

1       that that took place in Santa Ana at the county jail?

2       A       It's a federal building --

3       Q       Okay.

4       A       -- in Santa Ana --

5       Q       Okay.

6       A       -- where the respondents are brought from the jail.

7       Q       Okay, and was your testimony previously that the  
8       immigration judge was not physically present at that building  
9       in Santa Ana; is that correct?

10      A       Correct. He was over here at 606 Olive Street.

11      Q       Okay, so in the normal course of business, when the judge  
12      is physically present in the same room when you're interpreting  
13      who is responsible for writing the start and stop time on the  
14      COI?

15      A       I would write the start time and the end time. Depending  
16      on the judge, if it was in Adelanto, I did the whole thing and  
17      he signed it. If it was in Los Angeles, the judge prefers to  
18      do it.

19      Q       Okay. Thank you. I have no further questions, Your  
20      Honor.

21              JUDGE ROSAS: Any follow-up?

22              MR. ROBERTS: None.

23              JUDGE ROSAS: Thank you, ma'am. You're excused. Please  
24      do not discuss your testimony with anyone until you're advised  
25      otherwise by Counsel. Have a good day.

1 THE WITNESS: Thank you, Your Honor.

2 JUDGE ROSAS: Okay. All right. Let's go off the record.

3 (Off the record at 10:57 a.m.)

4 JUDGE ROSAS: All right. On the record. Ma'am please  
5 raise your right hand.

6 MS. HADDAD: General Counsel calls Ms. Irma Rosas.

7 Whereupon,

8 **IRMA ROSAS**

9 having been duly sworn, was called as a witness herein and was  
10 examined and testified as follows:

11 JUDGE ROSAS: All right. Please, have a seat.

12 State your spell your name and provide us with an address.

13 THE WITNESS: My name is Irma Rosas, I-R-M-A R-O-S-A-S.

14 JUDGE ROSAS: And your address?

15 THE WITNESS: My address is 24894 Ramona Lane, Moreno  
16 Valley, California 92553.

17 JUDGE ROSAS: Okay.

18 **DIRECT EXAMINATION**

19 Q BY MS. HADDAD: Good morning, Ms. Rosas.

20 A Good morning.

21 Q Have you ever worked as an interpreter at the Executive  
22 Office of Immigration Review?

23 A Yes, I have.

24 Q Oh --

25 A I just need to put it away.



1 Q Of course. And when did you start performing  
2 interpretation services at EOIR?

3 A In August 2012 is when I started my application process.

4 Q And when -- after you started your application process,  
5 when did you start working for EOIR?

6 A I think it was at the end of December, if I'm not  
7 mistaken.

8 Q Okay.

9 A Or January of 2013.

10 Q Who did you work for when you started performing  
11 interpretation services at EOIR?

12 A Lionbridge.

13 Q What languages do you interpret?

14 A Spanish and English.

15 Q Did you also work for SOSI?

16 A Yes.

17 Q And when were you employed by SOSI?

18 A We signed contract on November 1st, if I'm not mistaken.

19 Q Of what year?

20 A 2015.

21 Q And when did you stop working for SOSI?

22 A My last day was in September 2016.

23 Q At the time you began working at EOIR, what were your  
24 qualifications to perform interpretation services?

25 A I had taken courses at Southern California School of

1 Interpretation. I have an AA in Community Interpretation at  
2 the Moreno Valley College. I have an AA on --

3 MR. ROBERTS: I'm sorry, but I really can't hear you. Do  
4 you mind trying to --

5 THE WITNESS: Okay.

6 MS. BRADLEY: Oh, it doesn't --

7 MR. ROBERTS: -- speak up?

8 MS. HADDAD: It doesn't amplify.

9 JUDGE ROSAS: It doesn't amplify. Just -- yeah, make  
10 yourself comfortable, and just raise your voice.

11 THE WITNESS: Perfect. Okay.

12 MR. ROBERTS: Thank you.

13 THE WITNESS: I have another AA on Communication and  
14 Languages. I have another AA in Humanities. I also took a  
15 course on Translation and Interpretation with UCR Extension.

16 Q BY MS. HADDAD: You mentioned that you took some classes  
17 -- some courses at Southern California School of Interpreting;  
18 did you get a certification from them, or did you just take  
19 classes?

20 A No, I got certifications of Criminal Proceedings, Medical,  
21 and Administrative.

22 Q Had you done any interpreting work before you started  
23 working at EOIR?

24 A Yes, I've been working as an interpreter since the year  
25 2000.

1 Q Okay, were you required to be court certified to work at  
2 EOIR?

3 A No.

4 Q Do you remember what specific qualifications interpreters  
5 were required to have when you -- in order to work for  
6 Lionbridge?

7 A I think it was just the certification.

8 MR. ROBERTS: I really can't hear you, ma'am.

9 THE WITNESS: I think it was just the certification.

10 Q BY MS. HADDAD: And -- but this wasn't a court  
11 certification, this is -- where did this certification come  
12 from?

13 A I --

14 Q Do you know?

15 A I gave them -- or I provided them with my certifications  
16 from Southern California School of Interpretation.

17 Q Okay.

18 A They never asked for a course certified license --

19 Q And --

20 A -- certification.

21 Q Are you court certified now?

22 A Yes, I am.

23 Q And when did you become court certified?

24 A In June or July of 2016.

25 Q Are you currently employed?

1 A Yes.

2 Q And where do you work?

3 A San Bernardino Superior Court.

4 Q And what state is your court certification in?

5 A California.

6 Q Are you required to be court certified to work at San  
7 Bernardino Superior Court?

8 A Yes.

9 Q Are you classified as an employee in that job; do you  
10 know?

11 A Yes.

12 Q Do you work there full-time?

13 A Yes.

14 Q When you worked for Lionbridge, did you have to renew your  
15 contract every year?

16 A I -- no. I didn't. I don't remember doing it. I did  
17 sign different rates, but -- but not necessarily to sign  
18 another new contract? No.

19 Q I see. So did you work for Lionbridge uninterrupted  
20 during the entire time --

21 A Yes.

22 Q -- at Lionbridge, that you worked for Lionbridge and other  
23 contracts?

24 A Yes.

25 Q When you worked for SOSI, what EOIR courts did you

1 regularly work at?

2 A I apologize. Would you be so kind and repeat?

3 Q No problem. When you worked for SOSI, what EOIR courts  
4 did you regularly work at?

5 A My base was Adelanto Detention Center. I also worked in  
6 LA, in San Diego.

7 Q How far is Adelanto from Los Angeles; do you know?

8 A Adelanto?

9 Q Yes.

10 A Seventy something miles, I would assume, or 90 miles.

11 Q Okay, when you say that Adelanto is your base; do you live  
12 near Adelanto?

13 A Yes, I live in Riverside.

14 Q Okay, how did you first hear about SOSI?

15 A SOSI; around, probably, June or July of 2015. I heard  
16 that the contract with Lionbridge had been underbid by SOSI and  
17 that we're going to have a different contractor.

18 Q Did you hear this from --

19 A A different employer.

20 Q Oh.

21 A Huh?

22 Q Who did you hear this from; do you remember?

23 A Well, my coworkers.

24 Q Were you involved with negotiating the terms of your  
25 contract with SOSI, with other interpreters?

1 A Yes.

2 Q Do you remember when you became involved with other  
3 interpreters in discussing potential terms for a new contract?

4 A There was a lot of tension at the beginning because we  
5 didn't know who was going to hire us, but on August 2015, I got  
6 an e-mail from a lady named Cathy, I think. She was offering  
7 me work.

8 Q Did she work for SOSI?

9 A Yes, she said that she was working for SOSI, and that's  
10 when I got involved, because besides the e-mail, she made an  
11 appointment with me and we had a conversation over the phone.

12 Q Well, what -- during this conversation -- did you have  
13 this conversation around the same time, or shortly after she  
14 got in contact with you?

15 A Around 12th, August 12th, 2015, around that time.

16 Q And during this conversation, she did she offer you a job  
17 with SOSI?

18 A Yes.

19 Q Do you remember the rate that she offered?

20 A Twenty-two dollars -- no, I'm sorry, \$35, I think it was.

21 Q Thirty-five; was that per hour?

22 A Per hour. No -- no hours minimum.

23 Q When you say no hours minimum, what does that mean?

24 A It means that you come, you work five minutes and you're  
25 out.

1 Q Okay.

2 A So you -- I would be driving from Riverside to wherever of  
3 those points that I mentioned; LA, Adelanto or San Diego, for  
4 \$22.

5 Q Do you mean 35?

6 A I'm sorry, \$35. Sorry.

7 Q You've mentioned at this point you became involved --  
8 well, let me ask; did you accept that offer?

9 A No, that's ridiculous.

10 Q And then you mentioned that you became involved with other  
11 interpreters in discussing terms of a new contract; how were  
12 you in contact with other interpreters?

13 A Well, I saw them while working in Adelanto or LA, or  
14 whatever, and I -- we made friends. We exchanged phone  
15 numbers, and we would be calling each other, texting each  
16 other, e-mailing each other.

17 Q When -- would you also use an application called WhatsApp?

18 A Yes.

19 Q Okay.

20 A But that was later on.

21 Q I see. You mentioned the friends that you made in  
22 Adelanto. Approximately how many Lionbridge interpreters, at  
23 the time, and then later SOSI interpreters, worked in Adelanto  
24 -- Spanish-language --

25 A Yes.

- 1 Q -- interpreters?
- 2 A It would be probably four or five of us at one day,  
3 worked, because they would switch us around.
- 4 Q Do you know approximately how many regular -- were --
- 5 A Four --
- 6 Q -- interpreters worked regularly?
- 7 A I want to say four.
- 8 Q Do you know their names?
- 9 A Yes.
- 10 Q Can you name them?
- 11 A It would be Patricia Rivadeneira; Paula; of course, me; at  
12 that time there was a guy named -- you're saying with SOSI,  
13 right, not with Lionbridge?
- 14 Q Yes, that's right -- later with SOSI.
- 15 A With SOSI. What's her name? Sorry, I blocked.
- 16 Q That's okay.
- 17 A There's a couple of more that I --
- 18 Q But did you see --
- 19 A Jessica Lindsey. I don't remember another one. I have  
20 face in my mind, but I don't remember her name.
- 21 Q That's no problem. When -- would you see these  
22 interpreters -- when you worked for Lionbridge, would you see  
23 them frequently?
- 24 A Yes.
- 25 Q Was it on a daily basis?



1 A Yes.

2 Q And when you started working for SOSI, did you see the  
3 interpreters who worked for SOSI on a daily basis?

4 A The ones --

5 Q That were based in Adelanto?

6 A -- in Adelanto, yes.

7 Q Okay, how did you come to know any interpreters in the Los  
8 Angeles EOIR courts?

9 A Although Adelanto was my base, I would accept work in LA  
10 on one or two days of a week. If I didn't get a full schedule  
11 for the week, I would ask to give me some work in LA, the days  
12 I was missing.

13 Q And how did you meet LA-based interpreters?

14 A When I went to work in LA, and we -- we got together at an  
15 office we had on Olive -- Olive Street.

16 Q Okay.

17 A We would have lunch together. We would get together.

18 Q And was any interpreting business done at this office?

19 A No.

20 Q Were you in -- what was your role in the negotiations for  
21 a new contract?

22 A I'm computer savvy, and I would do research, or -- or  
23 write. I am the one that examined the contracts.

24 Q I'd like to refer you to -- the top stack in front of you  
25 are all of the exhibits, and they're in order, in the order

1     that we'll be using them. I'd like to refer you to GC Exhibit  
2     189.

3     A     Okay.

4     Q     Did you receive -- do you recognize this e-mail?

5     A     Yes.

6     Q     Did you receive this e-mail?

7     A     Yes.

8     Q     What's the date that you received this e-mail?

9     A     October 8, 2015.

10    Q     And what -- basically, what is this e-mail?

11    A     This is from Phyllis Anderson, the person we understood  
12    was in human resources, where she was sending me a contract in  
13    all the exhibits.

14    Q     I'd like to show you what has been marked as GC Exhibit  
15    190.

16    A     Do I put them --

17    Q     Oh, yes, you can put it aside.

18    A     Okay.

19    Q     Was this the contract that was attached to this e-mail?  
20    And please, take a look at it.

21    A     Yes.

22           MS. HADDAD: Your Honor, I move to admit Exhibits 189 and  
23    190.

24           MR. ROBERTS: No objection.

25           JUDGE ROSAS: 189 and 190 are received.

1       **(General Counsel Exhibit Number 189 and 190 Received into**  
2       **Evidence)**

3       Q     MS. HADDAD: I'd like to refer you to GC Exhibit 161.

4       A     Okay.

5       Q     Do you recognize this e-mail?

6       A     Yeah. Yes.

7       Q     Did you --

8       A     I sent it.

9       Q     Did you draft this e-mail on your own?

10      A     Yes.

11      Q     What's the date that you sent this e-mail?

12      A     September 8.

13      Q     Of what year?

14      A     2015.

15      Q     And this -- what is this e-mail about?

16      A     SOSI had sent an e-mail, before they sent me mine, to  
17      another colleague, and that colleague provided it to us. And I  
18      was in charge of analyzing it, and these are all the points  
19      that I thought were very tricky -- or very unfair, I would say.

20      Q     And did you e-mail this to other interpreters who worked  
21      for Lionbridge?

22      A     Yes, all of my colleagues.

23      Q     So are all of these e-mails, up top, under -- on the to-  
24      send list, are they -- were they your colleagues at Lionbridge  
25      at the time?

1 A Yes.

2 Q And did they also work at the EOIR, did you -- do you  
3 know?

4 A Yes.

5 Q Okay, and this e-mail was sent -- was this e-mail sent  
6 before you negotiated your contract with SOSI?

7 A Yes.

8 MS. HADDAD: Move to admit GC-161.

9 MR. ROBERTS: No objection.

10 JUDGE ROSAS: 161's received.

11 **(General Counsel Exhibit Number 161 Received into Evidence)**

12 Q BY MS. HADDAD: How else were you active -- oh, I'm sorry,  
13 scratch that. When did the main negotiations for the contract  
14 take place; do you remember?

15 A The exact date of the negotiation?

16 Q Or approximately.

17 A It was -- I know the exact date, because it was my birth  
18 date.

19 Q What day was that?

20 A October 30th.

21 Q Of what year?

22 A 2015.

23 Q And were you present -- or where did the negotiations take  
24 place?

25 A In Los Angeles.

1 Q Was SOSI -- were SOSI officials in -- were any SOSI  
2 representatives there in person?

3 A No, it was over the phone.

4 Q How many other interpreters were present; do you recall?

5 A At one time, or --

6 Q Or throughout the day, or --

7 A See, we were working. It was a working day and it was  
8 supposed to be over the phone, so in and out, 40, 50 -- not  
9 just Spanish, but other languages, because we were waiting for  
10 their phone call. But at one point, present, probably 10 --

11 Q And --

12 A -- 12, 15.

13 Q When you say present, where were you, physically?

14 A Well, the office is right across the street from the  
15 immigration courts on Olive Street, and when we were not  
16 working, we would run to the office, either to wait for the  
17 phone call, or to be present if the phone call was going on.

18 Q Okay, and the contract was -- was a contract negotiated?

19 A Yes, we had made a lot of point -- points on a list of the  
20 things that we were -- that were important for us and that we  
21 were going to be negotiating, and we left that list there. The  
22 people most involved in the negotiating, were talking to  
23 Lindsey and Claudia, and some other person -- I don't remember  
24 their name.

25 Q Is that -- oh, is that Martin Valencia?

- 1 A Martin Valencia --
- 2 Q And is that --
- 3 A -- and Claudia Thornton.
- 4 Q Okay, did --
- 5 A I --
- 6 Q Oh, I'm sorry.
- 7 A The main negotiation with them was through Hilda Estrada,
- 8 Diana Hernandez and Angel Garay, because we didn't want a lot
- 9 of people talking, you know? They were the main
- 10 representatives of all of us.
- 11 Q And the contract that was negotiated, who was this on
- 12 behalf of?
- 13 A All of us.
- 14 Q Did it -- what geographic area?
- 15 A California, I would say.
- 16 Q So did you and Adelanto receive these same rates?
- 17 A Yes.
- 18 Q Do you remember if interpreters agreed to travel rates?
- 19 A No, I don't -- no.
- 20 Q Was the disagreement between interpreters, or was it with
- 21 SOSI?
- 22 A With SOSI.
- 23 Q So do you know whether there was ever a travel rate
- 24 negotiated?
- 25 A No.

1 Q I'd like to refer you to GC Exhibit 162. Just -- is this  
2 the ICA that -- is this your ICA, your -- the agreement that  
3 you signed?

4 A Yes.

5 Q Is that your signature on page 4?

6 A Yes.

7 Q Your Honor, I move to admit GC Exhibit 162.

8 MR. ROBERTS: No objection.

9 JUDGE ROSAS: 162 is received.

10 **(General Counsel Exhibit Number 162 Received into Evidence)**

11 Q BY MS. HADDAD: Before you put it aside, I'd like to refer  
12 you to the last few pages; one is --

13 A 7?

14 Q One moment. I'd like -- so they're all labeled page 2,  
15 but they're the last three pages. Can you please look at each  
16 of these last three pages?

17 A Okay.

18 Q Is that your signature at the bottom of each page?

19 A Yes.

20 Q And did you date the bottom of each page?

21 A Yes.

22 Q Thank you. I'd like to refer you to what's been marked as  
23 GC Exhibit 163.

24 A Okay.

25 Q Do you know what this document is?

1 A Yes.

2 Q And did you sign this document?

3 A Yes.

4 Q Did you date it?

5 A Yes.

6 Q Move to admit GC-163.

7 MR. ROBERTS: No objection.

8 MR. LOPEZ: Is it admitted, Your Honor?

9 JUDGE ROSAS: Respondent's got you on 164; is that right?

10 MS. HADDAD: Your Honor --

11 MR. ROBERTS: I said no objection --

12 JUDGE ROSAS: Is that what --

13 MR. ROBERTS: -- to 163.

14 JUDGE ROSAS: -- you're doing? You offering 164? Oh, 163  
15 is in.

16 **(General Counsel Exhibit Number 163 Received into Evidence)**

17 MS. HADDAD: Okay, so 163 is in evidence?

18 JUDGE ROSAS: Yeah.

19 MS. HADDAD: Okay.

20 MR. ROBERTS: And we would stipulate that --

21 MS. HADDAD: Sure.

22 MR. ROBERTS: -- 164 is received.

23 JUDGE ROSAS: These are your COIs, is that right?

24 THE WITNESS: Yes.

25 JUDGE ROSAS: Okay.



1 MS. HADDAD: Okay, and you can put that --

2 JUDGE ROSAS: 164 is received.

3 **(General Counsel Exhibit Number 164 Received into Evidence)**

4 MS. HADDAD: You can put them aside.

5 THE WITNESS: Okay.

6 MS. HADDAD: Thanks.

7 Q BY MS. HADDAD: I'd like to refer you to -- it's earlier  
8 in the stack, but it's what's been marked as GC Exhibit 5. It  
9 should be in that stack right there.

10 A Thank you. 5?

11 Q Yes. It's a bigger stack.

12 A Okay. It's the one

13 Q Yes, that's --

14 A Okay.

15 Q That's right. Could you just take a look through those?

16 A Okay.

17 Q Do you recognize these documents?

18 A Yes. Yes.

19 Q Were these the exhibits that were sent with your ICA that  
20 you signed?

21 A Yes.

22 Q Okay. Thank you.

23 A Put it to the side?

24 JUDGE ROSAS: Put them back over here.

25 MS. HADDAD: You can put it back over there. Thanks.

1 Q BY MS. HADDAD: Ms. Rosas, do you have a business entity  
2 or a D/B/A under which you perform interpretation services?

3 A Yes.

4 Q And what is that?

5 A My website name is interpreter4u.com, but all of my  
6 invoices are Irma Rosas, sole proprietor.

7 Q Are you registered anywhere under either interpreter4u.com  
8 or Irma Rosas, sole proprietor?

9 A In Moreno Valley, I would say, but my -- my website is not  
10 registered, though.

11 Q So do you have a business license?

12 A In Moreno Valley.

13 Q Okay, and when you signed your contract for SOSI, did you  
14 sign it as a sole proprietor?

15 A Yes, as Irma Rosas.

16 Q Okay, did you list interpreter4u -- or your website, or  
17 anything?

18 A No.

19 Q Did you employ anyone under your business entity, in  
20 general?

21 A In general?

22 Q Yes.

23 A Yes.

24 Q While you worked for SOSI, did you employ anyone under  
25 your business entity?

- 1 A Well, we're not allowed.
- 2 Q Oh, I think --
- 3 A I --
- 4 Q Let me repeat the question: When you worked for SOSI, did  
5 you still have your business entity while you worked for SOSI?
- 6 A Yeah, I still have it.
- 7 Q And did you employ anyone under your business entity while  
8 you worked for SOSI? Not as -- not at the EOIR, but just --
- 9 A Okay.
- 10 Q -- in general?
- 11 A Yes.
- 12 Q Did any of those employees work for -- do work for you at  
13 SOSI?
- 14 A No, we're not allowed.
- 15 Q And why do you -- how do you know you were not allowed?
- 16 A Says it on the contract.
- 17 Q When you worked for SOSI, did you work for other entities  
18 while you were employed by SOSI?
- 19 A Yeah.
- 20 Q I'm sorry?
- 21 A Yes.
- 22 Q And what were those entities, can you name them?
- 23 A CUIAB; California Unemployment Insurance Appeals Board,  
24 that's who CUIAB is, and DPSS; Department of Public Services.  
25 I worked for Iinterpret-- it's an agency, and I worked for some

1 other agencies and lawyers, but mainly for them.

2 Q Who's them?

3 A CUIAB --

4 Q Oh.

5 A -- and Iinterpret.

6 Q I see. And how often, while you were working for SOSI,  
7 would you work for these other entities?

8 A Once or twice a year.

9 Q And when would you work for these other entities?

10 A When I didn't have any assignment from SOSI and I would  
11 need to work, I would send them and e-mail telling them that  
12 I'm available, and if -- if they had anything, they will  
13 assign.

14 Q So did you spend more time working for SOSI than you did  
15 for other companies? Is that --

16 A Yeah, SOSI was my main source of income.

17 Q Would you turn down work given to you by other companies  
18 when you were working for SOSI?

19 A Yes.

20 Q How often did you do this, the -- how often did you turn  
21 down work from other companies; do you know, on average?

22 A I don't know -- four times a month.

23 Q Would this affect your standing with other companies?

24 A Yes.

25 Q And how so?

1 A Well, companies -- companies rely on interpreters, you  
2 know? They -- just like SOSI, they send us an email with  
3 assignments. We accept them. They expect that we are going to  
4 accept them, so did these agencies. And if they send you work  
5 and they send you work, and you're rejecting it and rejecting  
6 it, you go to the bottom of the list.

7 Q I see. So how many days a week, on average, would you  
8 work for SOSI?

9 A Five, four.

10 Q And did you ever tell anyone at SOSI that it -- that this  
11 was your main job or that it was your preference to work for  
12 SOSI?

13 A Yes. What happens is that, not just SOSI but through  
14 Lionbridge, we would get our schedule a month in advance, for  
15 us at Adelanto.

16 Q Okay.

17 A It's a detention center. Our calendar was sent to us a  
18 month, three weeks in advance, so now you know that -- that  
19 you'll be working next month, your full month, you -

20 Q Do you mean a month in advance of the upcoming month? So  
21 you --

22 A Yes.

23 Q Okay.

24 A If, let's say today is September, I would have my October  
25 schedule probably the first week of September. That was for

1 Adelanto.

2 Q And was that true when you worked for SOSI, as well?

3 A For --

4 Q When you worked for SOSI and Lionbridge --

5 A Yes.

6 Q -- you would get them in advance?

7 A Yes.

8 Q Okay.

9 A Not the same with the people in LA.

10 Q Okay, would you keep your coordinator updated on your  
11 availability?

12 A Yes.

13 Q When you worked for SOSI, were you allowed to solicit  
14 business?

15 A No, we're not allowed to talk to anyone.

16 Q Were you allowed to distribute a business card?

17 A No. No, that was disqualification grounds.

18 Q To be clear; could you solicit business at the EOIR?

19 A No.

20 Q Okay. In Adelanto, how many judges are there?

21 A In Adelanto?

22 Q Yes.

23 A Three --

24 Q On average, when you were there?

25 A Three in person and two in video.

1 Q And when you worked -- I believe you testified that when  
2 you worked for Lionbridge, there were approximately four  
3 regular interpreters. How many regular interpreters for SOSI  
4 were there when -- in Adelanto, when you were working for SOSI?

5 A The same.

6 Q Okay, and was that four per day?

7 A Yes.

8 Q So out of approximately how many interpreters regularly  
9 used Adelanto as their main court -- as their main home court?

10 A We were probably six or seven.

11 Q Okay, were there any in-house interpreters at Adelanto?

12 A Yes, one, at the beginning.

13 Q At the beginning of when?

14 A The beginning of working. I don't remember if it was  
15 Lionbridge or with SOSI, but there was a lady after a certain  
16 time moved to New York and then there was no one there.

17 Q I see. And this Adelanto, it's a -- is it a detaining  
18 facility?

19 A Yes.

20 Q So are -- are all the cases there detaining cases?

21 A I'm sorry, I didn't hear you.

22 Q Oh -- what type of cases are there at Adelanto?

23 A Deportations, hearings, arraignments, stuff like that.

24 Q Are there any non-detaining cases --

25 A No.

1 Q -- at Adelanto?

2 A No. They're all detain.

3 MS. HADDAD: I'm going to ask, we stipulated as to what  
4 the contract rates are for Southern California, Los Angeles  
5 interpreters. Would you be willing to stipulate that those  
6 same rate requirements apply to SOSI interpreters and not  
7 Adelanto?

8 MR. ROBERTS: Yes.

9 MS. HADDAD: Okay. Oh, Charging Party, is that all right?

10 MS. BRADLEY: No objection. Yes. I'll agree to that.

11 Q MS. HADDAD: Before you began working for SOSI -- let me  
12 rephrase. Before you began working for SOSI, but after you had  
13 signed the contract, did you understand that cases you were  
14 assigned to were yours?

15 A Yes.

16 Q After you began working for SOSI, have you ever had cases  
17 de-assigned from you after you had accepted them?

18 A Yes.

19 Q Do you know whether all of these cases have been cancelled  
20 by EOIR?

21 A The question is tricky, though. Working -- working at  
22 EOIR, you know that cases cannot be cancelled a week in  
23 advance.

24 Q And why is that?

25 A These are -- a week in advance is seven days. They --



1     there is a rule -- you have to inform the parties at least ten  
2     days in advance that something has been agreed upon, or  
3     something's going to happen.

4     Q     And is this -- is this only for detainee cases, do you  
5     know?

6     A     No.   For --

7     Q     Okay.

8     A     -- for -- for everybody.   So you cannot -- I had some  
9     cases and they were cancelled.   I was told that EOIR cancelled  
10    them.   Then it was, like I said, surprising because cases  
11    cannot be canceled at -- in LA, these cases have been scheduled  
12    years in advance.   In Adelanto, cases -- cases have to  
13    continue, because these men are working against time, if that  
14    makes any sense.   They -- it's really strange that something's  
15    cancelled.

16           Now, I found that my cases have been cancelled, and then  
17    later on, either they took them away from me to give them to  
18    someone else, or I don't know what happened.   Whoever they were  
19    giving them to rejected them.   And then they called me again  
20    and said It has been reopened.   Again, cases cannot be reopened  
21    the day before the case was scheduled, because people have to  
22    be informed ten days in advance to come.

23    Q     So you mentioned that this has happened a couple of times.

24    A     Um-hum.   Several times.

25    Q     Do you remember when?   Can you name a -- give an

1 approximate time of one such example?

2 A December, January.

3 Q December of what year?

4 A 2016. I'm sorry, '15. December 2015. January 2016.

5 Q Okay.

6 A I also came to find out that the case that had been  
7 canceled, another colleague came to work for them.

8 Q How did you find this out?

9 A Well, talking to my colleagues. I thought you were not  
10 supposed to be here. Yeah, but they called me at the last  
11 minute to come and cover this case. Wait a minute. That was  
12 my case.

13 Q Well, who was the colleague?

14 A I don't know.

15 Q Do you recall?

16 A Patricia.

17 Q Is this Patricia Rivadeneira?

18 A Patricia Rivadeneira, or Jessica Lindsey or whoever came  
19 to work.

20 Q If a case is de-assigned by SOSI, do you get paid?

21 A No.

22 Q Under what circumstances would you be paid, if a case is  
23 de-assigned?

24 A Only if it was 24 hours in advance.

25 Q In advance of -- of what?

1 A A day before, let's say, of the case. The schedule date.

2 Q Okay. And how much were you supposed to be paid at SOSI,  
3 if your case was cancelled less than 24 hours in advance?

4 A I'm sorry. I think it was just half-a-day. I don't  
5 remember.

6 Q Okay. Were cases -- could -- if cases were assigned to  
7 you, would SOSI ever replace them with other cases?

8 A Not necessarily.

9 Q But would they do it sometimes?

10 A Yes.

11 Q I'd like to show you what's been marked as GC Exhibit 165.

12 A Okay.

13 Q Is this an example of -- what -- do you recognize this  
14 email?

15 A Yes.

16 Q And what's the date of the email?

17 A April 6th.

18 Q Of what year?

19 A 2016.

20 Q And who is this email from?

21 A It's from Mr. Siddiqi.

22 Q And is Mister -- who is Mr. Siddiqi?

23 A He was our coordinator.

24 Q Did -- and what is he doing in this email?

25 A He is informing me that a case that where their canceller

1 or something in Adelanto was being replaced for one in Los  
2 Angeles.

3 Q Okay.

4 MS. HADDAD: Move to admit G. Exhibit 165.

5 MR. ROBERTS: No objection.

6 JUDGE ROSAS: 165 is received.

7 **(General Counsel Exhibit Number 165 Received into Evidence)**

8 Q BY MS. HADDAD: You testified that you had received your  
9 assignments in advance for the entire month.

10 A Um-hum.

11 Q Would you also be assigned cases in the middle of the  
12 month or throughout the month?

13 A Yes.

14 Q I'd like to refer your attention to GC Exhibit 166.

15 A Okay. Yes.

16 Q Please flip through this, if you can.

17 A Yes.

18 Q Do you recognize these emails?

19 A Yes.

20 Q And what are these emails?

21 A See when we were given our -- when we were getting our  
22 schedule, and we needed to fill it, because I don't know  
23 something -- somebody may cancel or whatever, I would remind my  
24 coordinator the days that I was still available, and to tell  
25 him that I was still available for either full day or a half-a-

1 day, in my venue, to please give me -- assign me to something.

2 Q And --

3 A I would send these almost weekly.

4 Q And I think these -- so these are emails where you  
5 reminded your coordinator of your availability?

6 A Yes.

7 Q Okay.

8 MS. HADDAD: Move to admit GC Exhibit 166.

9 MR. ROBERTS: No objection.

10 JUDGE ROSAS: 166 is received.

11 **(General Counsel Exhibit Number 166 Received into Evidence)**

12 Q BY MS. HADDAD: In general, were you permitted to decline  
13 an assignment?

14 A Yes.

15 Q Did you ever receive any pushback from SOSI for declining  
16 an assignment because you disputed the rate?

17 A Yes.

18 Q I'd like to refer you to what's been marked as GC Exhibit  
19 167.

20 A Yes.

21 Q Do you recognize this email?

22 A Yes.

23 Q What's the date of the -- well, who sent this email?

24 A I sent it to Ms. Thornton and Juan Lemus and Mr. Romanov  
25 informing them -- I think it was already December 16, and of

1 course I hadn't received my assignments for January, and that I  
2 was available, emphasizing the entire month of January.

3 Q And do you specify that if you work in Los Angeles, you  
4 work -- you would get a travel rate?

5 A I am specifying it, yes.

6 MS. HADDAD: Move to admit GC

7 THE WITNESS: And I am even doing --

8 MS. HADDAD: Oh.

9 THE WITNESS: -- it in capital letters.

10 MS. HADDAD: Move to admit GC Exhibit 167.

11 MR. ROBERTS: No objection.

12 JUDGE ROSAS: 167's received.

13 **(General Counsel Exhibit Number 167 Received into Evidence)**

14 Q BY MS. HADDAD: I'd like to show you what's been marked as  
15 GC Exhibit 168. Please take a moment and look through these  
16 emails.

17 A Yes.

18 Q Do you recognize these emails?

19 A Yes.

20 Q Briefly, what -- what happened in this -- well, what's  
21 the -- what are the dates of these emails? When did they  
22 start?

23 A December 29.

24 Q Of what year?

25 A 2015.

1 Q So -- and I see that they continue on for a little bit.  
2 But let me ask, what -- what is going on in this situation?

3 A Ms. Rios -- Ms. Francis Rios was our coordinator when we  
4 were working for Lionbridge; but then SOSI sent her to only  
5 coordinate the other languages --

6 Q Is --

7 A -- besides Spanish. So in this case, she was coordinating  
8 relay case. And she was asking me if I'm available to work for  
9 her on December 30th for a relay.

10 Q And where was this relay case located?

11 A In Los Angeles.

12 Q And so did -- what -- did you accept this with no problem?

13 A Yes, I told her that I would, but it had to be a traveling  
14 rate.

15 Q And did she make a note that this would be a traveling  
16 rate?

17 A Yes. She -- first she was reluctant. She said that there  
18 was no note on my documentation that I was supposed to be paid.  
19 But then she agreed to pay me 550.

20 Q And at this point, you had been -- so this email came to  
21 you on December -- the first email came to you on December  
22 29th, 2015; where had most of your cases, for the month of  
23 December, been located?

24 A In Los Angeles.

25 Q What rate did you think you were going to be paid when you

1     were in Los Angeles?

2     A     Five-hundred-fifty.

3     Q     And what rate is that? Is that the local --

4     A     The travelling.

5     Q     Okay.

6     A     See even though -- even though we didn't get into an  
7     agreement on the travelling rates, it was assumed that after 50  
8     miles, which was our base, after 50 miles of driving, we were  
9     going to get the travelling rate. So my colleagues from LA  
10    that came to work to Adelanto were being paid travelling rate.  
11    Now, Adelanto is my home base. I live 50 -- 55 miles away from  
12    Adelanto. If I were to go to LA, it's 74, 75 miles away from  
13    my house. So I was to receive the -- the \$550, the travel  
14    rate.

15   Q     And what made you -- what made you think that?

16   A     My colleagues that were being sent from LA to Adelanto  
17    were being paid 550 on the month of December. How do I know  
18    that? They would tell me.

19   Q     Okay. Did -- so after this -- this email exchange with  
20    Ms. Rios, did anyone from SOSI bring up the -- the fact that  
21    you were seeking a travel rate for -- for cases in Los Angeles?

22   A     After this conversation with Ms. Rios, it appeared to me  
23    that she had talked to Mr. Romanov, which was --

24           MR. ROBERTS: Objection. Objection.

25           JUDGE ROSAS: Sustained. Just what you told her or what



1 she heard from someone else --

2 MS. HADDAD: Oh.

3 JUDGE ROSAS: -- which conversation or transaction might  
4 be corroborated or documented.

5 MS. HADDAD: Oh. I'll ask a -- I'll ask a clarifying  
6 question.

7 Q BY MS. HADDAD: Did anyone else from SOSI talk to you  
8 about this travel rate?

9 A Yes.

10 Q Who?

11 A After this email, Mr. Romanov called me.

12 Q And is that Mr. Sergey Romanov?

13 A Sergey Romanov, yes.

14 Q Was this -- on what date was this? Do you remember?

15 A Sorry.

16 Q Was --

17 A It had -- it had to be there December 30th or something  
18 like that --

19 Q Okay.

20 A -- that he called me.

21 Q And what did -- what did he -- what was this conversation  
22 about?

23 A He was very upset. He -- he asked me where did I get the  
24 idea that I was going to be paid a travelling rate to come to  
25 LA. And I told him that my colleagues from LA had been going

1 to my home base in Adelanto, and they were getting the 550,  
2 that it was assumed that our home base was 50 miles away from  
3 our home. He was upset. He went on telling me that I had  
4 already been working in LA. I said yes, I accepted the cases  
5 in LA, because I assumed that I was going to be paid the 550  
6 dollars travel rate. I was told to please go over LA for the  
7 month of December, because they had already scheduled some  
8 other people to go to Adelanto.

9 Q Did you --

10 A And it was going to be a lot of problem. So he emphasized  
11 that I had already. I said Yes, but it should be at a travel  
12 rate. He says Well, do you know what you're doing with this?  
13 No. You're shooting yourself in the foot.

14 Q Ms. Rosas, did -- let's -- let's just back it up a second.  
15 So you told him that you had already worked all of these cases,  
16 and you thought you were making the travel rate. And then what  
17 did Mr. Romanov say to you?

18 A That I shouldn't be expecting that, that if I didn't  
19 accept any more cases in LA, I was shooting myself in the foot,  
20 that then I was going to go to the bottom of his list.

21 Q And what did you say when he said this?

22 A I told him that it was very unfair, but I accepted those  
23 assignments in LA for the month of December, because they were  
24 catching up with things -- they were very unorganized.

25 Q Do you mean SOSI?

1 A Yes.

2 Q So how did this conversation end?

3 A He threatened me saying, telling me that he wasn't going  
4 to -- that I was going to see that he wasn't going to give me  
5 many cases, because he was going to put me on the bottom of the  
6 list.

7 Q And how long did this conversation last approximately?

8 A I'm sorry. Five, ten minutes. I don't remember.

9 Q And how many cases did you end up working in January of  
10 2016?

11 A Fifteen cases.

12 Q Is that one-five?

13 A Yes. Fifteen.

14 Q And how many cases had you worked in December of 2015?

15 A Thirty-one cases.

16 Q And in general, when you worked -- when you worked -- for  
17 the rest of the time that you worked at SOSI, most months,  
18 approximately how many cases would you work?

19 A Twenty-nine, 30 cases, the average.

20 Q And will this be reflected -- is this reflected in your  
21 COIs?

22 A Yeah.

23 Q Okay.

24 MS. HADDAD: Your Honor, I move to admit GC Exhibit 168.

25 MR. ROBERTS: No objection.

1 JUDGE ROSAS: 168 is received.

2 **(General Counsel Exhibit Number 168 Received into Evidence)**

3 MS. HADDAD: Okay.

4 Q BY MS. HADDAD: So after this incident, did you work  
5 anymore at LA cases?

6 A Yes, once in a while.

7 Q And at what rate?

8 A A regular rate, because he threatened me, telling me that  
9 he wasn't going to pay me travelling rate.

10 Q Where were the majority of the cases that you worked  
11 located?

12 A In Adelanto.

13 Q Oh, when you worked for SOSI?

14 A Yes.

15 Q Where were they located?

16 A In Adelanto.

17 Q Okay.

18 (Counsel confer)

19 MS. HADDAD: We stipulated about the COI process and what  
20 you had to do with them in the LA -- in the LA EOIR courts.  
21 Are you willing to stipulate to the same process in Adelanto --

22 MR. ROBERTS: You mean --

23 MS. HADDAD: -- while at the EOIR

24 MR. ROBERTS: By that same process, you wouldn't just go  
25 to a window to have it stamped and then --

1 MS. HADDAD: That's correct.

2 MR. ROBERTS: -- and then --

3 MS. HADDAD: And there's one A number assigned in the  
4 morning session.

5 MR. ROBERTS: Yeah, I mean I don't think there's any  
6 difference in the process there than there is in LA. So we  
7 would agree with that.

8 MS. HADDAD: Charging Party?

9 MS. BRADLEY: Yeah, we -- I would agree with that.

10 MS. HADDAD: Okay.

11 Q BY MS. HADDAD: Do you know what team interpreting is?

12 A Team interpreting? Yes. That's what we have in -- so of  
13 our -- in a superior court. You work for 20 minutes, somebody  
14 comes and takes over after those 20 minutes. You rest and then  
15 when that person gets tired, you take over and --

16 Q Do -- do you know whether the in-house interpreters at  
17 EOIR -- do you know whether, based on your experience there, do  
18 you know whether they were allowed to do team interpreting?

19 JUDGE ROSAS: Hold on one second. Do we want to discuss  
20 the stipulation there? Or we want to flesh this out some more?  
21 As far as custom and practice, in-house versus what they could  
22 or could not do as interpreters from SOSI?

23 MR. ROBERTS: I would -- I would stipulate that team  
24 interpreting is a concept that did not exist at the EOIR  
25 courts, at least with Lionbridge and SOSI. I mean it may have

1       existed with the -- with the staff interpreters, but I've never  
2       heard of it.

3               JUDGE ROSAS: That's what I've heard thus far.

4               MR. ROBERTS: Yeah.

5               MS. HADDAD: Your Honor, we're -- I mean the line of  
6       questioning is to show that --

7               JUDGE ROSAS: You think this needs to flesh it out in a  
8       different or to some further extent?

9               MS. HADDAD: I just wanted to show that SOSI controls  
10      whether or not they can do in-house interpreting. I mean --

11              JUDGE ROSAS: I think that's clear. But --

12              MS. HADDAD: -- team interpreting.

13              MR. ROBERTS: Well --

14              JUDGE ROSAS: -- go ahead. Go ahead.

15      Q       BY MS. HADDAD: Ms. Rosas, do you know if in-house  
16      interpreters are -- who work for EOIR are -- whether they do  
17      team interpreting?

18      A       I would think so.

19      Q       But do you know personally?

20              MR. ROBERTS: Objection.

21              JUDGE ROSAS: Sustained.

22              THE WITNESS: Yes. Yes, because --

23              JUDGE ROSAS: What was the question?

24      Q       BY MS. HADDAD: Do you know personally whether they --

25      A       Yes.

1 Q And how do you -- how do you know?

2 A Because we -- when we were done with our cases in whatever  
3 courtroom we were assigned, we were supposed to go report to  
4 the window and they would send us to relay them.

5 JUDGE ROSAS: They would send you to do what?

6 THE WITNESS: To take over -- to take over.

7 JUDGE ROSAS: To --

8 MS. HADDAD: To take over --

9 THE WITNESS: To relay. To do a relay.

10 JUDGE ROSAS: -- to -- to do a relay --

11 THE WITNESS: The in-house --

12 JUDGE ROSAS: -- for a staff interpreter?

13 THE WITNESS: Yes, the in-house interpreters.

14 JUDGE ROSAS: And okay.

15 THE WITNESS: To replace them, to --

16 JUDGE ROSAS: Go ahead. Next question.

17 THE WITNESS: -- take over.

18 Q BY MS. HADDAD: So is that what team interpreting is?

19 A Team interpreting, no. It's when two -- there's going to  
20 be a trial, there's going to be a long hearing, and two  
21 interpreters come at the same time to work in that one case. I  
22 interpret 20 minutes; my colleague takes over after 20 minutes.  
23 I rest 20 minutes; we switch.

24 Q So did you ever see that, what you've just described, at  
25 the EOIR courts?

1 A No.

2 Q And when you would be -- however you -- you just mentioned  
3 that you would be sent to relieve a staff interpreter?

4 A Um-hum.

5 Q Were any SOSI interpreters ever sent to relieve other SOSI  
6 interpreters?

7 A No.

8 Q Okay. Were you provided a lunch break while working at  
9 the -- at EOIR at Adelanto?

10 A Lunch breaks?

11 Q Yes.

12 A Yes.

13 Q And how long was the -- was the lunch break?

14 A It would vary.

15 Q And what did it -- what did it depend on?

16 A Because our break should have been from 12 to 1. But if  
17 our cases went over 12:15, 12 whatever, you were supposed to go  
18 back at 1.

19 Q Okay.

20 A May I?

21 Q Sure.

22 A We were assigned to one judge in the morning, and a  
23 different judge in the afternoon. So if this judge's case  
24 ended up at 12:30, we'd have to run, eat something, come back  
25 15 minutes in advance to get our COI stamped and then run to



1 the new assignment, which was with a different judge.

2 Q Did -- when you would work -- were there ever days when  
3 you would just work a half-day?

4 A Would you repeat that question?

5 Q Sure. Were there ever days when you would just work a  
6 half-day session?

7 A In Adelanto? Yes.

8 Q Could you ever schedule to work with a client that was not  
9 SOSI on a day where you were just assigned to work a half-day?

10 A I can't.

11 Q And why not?

12 A Because with the cases in Adelanto, you never know what  
13 time you're getting out. It could be five minutes. It could  
14 be four hours. If I may -- if I'm working in Adelanto, and I  
15 take another case, another assignment with another agency,  
16 lawyer, whatever, to go do a deposition, and the deposition is  
17 at 1, and I get out of this one at 12:30, I'm not going to make  
18 another one. I can't take -- I can't make a commitment to go  
19 someplace when I don't know at what time I'm going to get  
20 out --

21 Q Okay.

22 A -- with -- with EOIR

23 Q I'd like to refer you to GC Exhibit 144.

24 MS. HADDAD: It should be actually I think -- I think the  
25 court reporter -- it's actually not in that stack.

- 1 THE WITNESS: Yes.
- 2 Q BY MS. HADDAD: Do you recognize this email?
- 3 A Yes.
- 4 Q What is this email?
- 5 A This is an email from Ms. Claudia Thornton, where she's
- 6 informing us what we're supposed to wear in the court.
- 7 Q And did you receive this email?
- 8 A Um-hum.
- 9 Q I'm sorry, can you please answer?
- 10 A Yes, we all did.
- 11 Q Okay. And who is "we all"?
- 12 A All of the interpreters.
- 13 Q Well, as best, as far as you know?
- 14 A Yes.
- 15 Q All right.
- 16 A Good morning team, it says so.
- 17 Q How often were you in contact with your coordinator?
- 18 A Every other day, sometimes daily.
- 19 Q Were you in contact with anyone else from SOSI, as much as
- 20 you were in contact with your coordinator?
- 21 A No.
- 22 Q If you had an issue -- if you had an issue like you were
- 23 running late, would you reach out to the EOIR courts?
- 24 A No. We --
- 25 Q Who?

1 A -- we were prohibited.

2 Q How do you know you were prohibited?

3 A That's -- those are the instructions we were told -- we  
4 were to call SOSI directly.

5 Q Who -- who told you this? Do you remember?

6 A Exactly not.

7 Q Okay.

8 A But that --

9 Q Well, when --

10 A -- that was the rule. We are not to talk -- we were not  
11 to talk to anybody in EOIR. We were not to talk to any lawyers.  
12 We were not to talk to any judges. We were not to talk to the  
13 guards. No one.

14 Q So -- so if you had any issues, such as you were running  
15 late, who would you reach out to?

16 A To our coordinator. We were not even provided the phone  
17 numbers of the courts to talk to -- call someone.

18 Q And if you had any issues with SOSI, like lack of payment  
19 or something, who would you talk to first? Or who would you  
20 reach out to first?

21 A To Ms. Claudia Thornton.

22 Q Okay. The in-house interpreters at -- oh, never mind.  
23 Scratch that.

24 MS. HADDAD: Your Honor, could I have one minute?

25 JUDGE ROSAS: Sure.

1 Q BY MS. HADDAD: After you signed your contract with SOSI,  
2 were you still involved with other interpreters in negotiate --  
3 in talking about your workplace conditions?

4 A Could you repeat the question?

5 Q Absolutely. After you started working for SOSI, did you  
6 continue to be involved with other interpreters in discussing  
7 workplace conditions?

8 A Oh, yeah. Very involved.

9 Q I'd like to refer you to GC Exhibits 37 and 39. They'll  
10 be in that stack there.

11 A 37?

12 Q Yes. You can pull out 37 and 39 at the same time.

13 A Okay. Not 38?

14 Q No, not 38. So looking at 37 first --

15 A Just one second, please. Looking at what? I'm sorry?

16 Q GC Exhibit 37 first.

17 A Okay.

18 Q Do you recognize this petition or this document?

19 A Yes.

20 Q Did you -- did you sign this document?

21 A Yes.

22 Q Please turn to the first page or the second page. Is that  
23 your signature?

24 A Yes.

25 Q And who is the -- your -- is yours the first or the second

1 signature?

2 A I'm the second.

3 Q And what date did you sign this --

4 A January 16, 2016.

5 Q Okay. I'd like to refer you to GC Exhibit 39. Do you  
6 recognize this letter?

7 A Yes.

8 Q And I'd like to -- if you can turn to the third page?

9 A Yes.

10 Q Is that your signature?

11 A Yes.

12 Q Did you understand that you were signing -- that you were  
13 signing this petition?

14 A Yes.

15 Q And what's your date -- what's the date by your signature?

16 A March 1st.

17 Q Of what year?

18 A 2016.

19 Q How did you receive both -- how did you receive GC Exhibit  
20 37, the one that says in-house language unit department? It's  
21 the one under -- under that letter.

22 A This one? The one I signed?

23 Q Well, sure. We can start with that one. How did you  
24 receive that letter?

25 A I don't remember. I might have gotten it on an email,

1 print it, sign it, and send it back. See, I work in Adelanto  
2 more than LA. So for me to be able to sign, since this were in  
3 -- in Los Angeles, I had to start a new one.

4 Q Okay.

5 A I wanted to be participant of this.

6 Q Do you remember who you sent your signature to?

7 A Who I sent it to?

8 Q Yes.

9 A I would think Hilda.

10 Q Is that Hilda Estrada?

11 A Hilda Estrada, yeah, because our colleague, Diana, was not  
12 with us anymore.

13 Q Okay. And then turning your attention to GC Exhibit 37,  
14 that's the in-house language unit department.

15 A Um-hum.

16 Q Okay.

17 MS. HADDAD: Oh, and just for the record, I'm -- I think I  
18 misnumbered -- I misspoke. The February 29th petition that Ms.  
19 Rosas described was GC-39.

20 Q BY MS. HADDAD: So moving back to GC Exhibit 37, how did  
21 you receive this petition? Do you recall?

22 A It must have been one of the days when I went to work to  
23 LA. I read it, and I signed it, because I signed it on a piece  
24 of paper that it was already printed, and start collect  
25 signatures.

1 Q Okay. Do you remember who you gave this petition to, or  
2 who was passing it out?

3 A Well, it wasn't just one person, you know. We had a -- we  
4 had a welcome team. And they were the ones in charge of  
5 welcoming whoever came to work and keep them informed of what  
6 was going on, and to ask them.

7 Q So do you recall who gave this to you?

8 A Hilda. I would say Hilda.

9 Q Okay. It's okay if you don't remember who.

10 A I don't remember.

11 Q Okay. Were you also involved with the Union?

12 A Yes.

13 Q And which union was that?

14 A IGA at the time.

15 Q Is that I-G-A?

16 A I-G-A. Sorry.

17 Q Oh no. It's -- when did you first get involved with the  
18 union?

19 A Oh my god. In -- we started having talks with them since  
20 September.

21 Q Of what year?

22 A 2015.

23 Q Did you continue to be involved with the Union after your  
24 contract was signed with SOSI?

25 A Yes.

1 Q And how were you involved?

2 A We had meetings. We had -- we sent text. We were in  
3 communication through WhatsApp over --

4 Q Did --

5 A -- conversations through Skype or some other computer  
6 application.

7 Q Did you attend union meetings?

8 A Yes.

9 Q What date was your contract with SOSI set to expire?

10 A August 30th, 2016.

11 Q And did you receive a contract extension from SOSI?

12 A Yes, I did.

13 Q I'd like to refer you to what's been marked as GC Exhibit  
14 169.

15 THE WITNESS: If I may? Do I put them back here or do  
16 I --

17 JUDGE ROSAS: Sure. You could just leave it on the side.  
18 They will fix it.

19 THE WITNESS: Okay.

20 JUDGE ROSAS: You don't have to waste time. Just leave  
21 it -- just put it on top.

22 THE WITNESS: Okay.

23 Q BY MS. HADDAD: If -- can I refer you to GC Exhibit 169?

24 A Okay.

25 Q Do you recognize this email?



1 A Yes.

2 Q And what's the date of the email that was sent to you, it  
3 starts at the bottom half of this? At the bottom half of the  
4 first page.

5 A August 26th.

6 Q No, the date on the first page. To clarify, it's just the  
7 date that the email was sent to you.

8 A Oh, I'm sorry.

9 Q What's the date?

10 A It was August 19th.

11 Q Of what year?

12 A 2016.

13 Q Now, if you look at the second page, was it -- is this the  
14 email that had your extension agreement with it -- attached to  
15 it?

16 A Yes.

17 Q And in the email, it mentions that there will be minor  
18 changes coming up. Does it state what those changes are?  
19 Scratch that. Did -- it states in this email that there's an  
20 annual compliance certification that you're going to have to  
21 complete. Had you ever -- had you ever seen that before?

22 A No.

23 Q And -- okay.

24 MS. HADDAD: Move to admit GC Exhibit 169.

25 MR. ROBERTS: No objection.

1 JUDGE ROSAS: 169 is received.

2 **(General Counsel Exhibit Number 169 Received into Evidence)**

3 Q BY MS. HADDAD: Please refer to GC Exhibit 170.

4 A Okay.

5 Q Is this your extension agreement?

6 A Yes.

7 Q How long does it extend your contract for?

8 A Thirty days.

9 Q Do you know whether this changed any conditions for your  
10 contract?

11 A No. I don't remember that. No.

12 Q Did --

13 A I think they were just asking for more time, because they  
14 didn't have the new contract ready.

15 Q So this -- this didn't make any changes to your working  
16 conditions?

17 A Not yet.

18 Q Could you -- could you negotiate any points of this -- of  
19 your contract when you -- do you know whether -- well, I'll  
20 rephrase. Did all this ask you to do was sign it and submit it  
21 back?

22 A Yes.

23 Q Okay.

24 MS. HADDAD: Move to admit GC Exhibit 170.

25 MR. ROBERTS: No objection.

1 JUDGE ROSAS: 170 is received.

2 **(General Counsel Exhibit Number 170 Received into Evidence)**

3 Q BY MS. HADDAD: At this time, were you scheduled for the  
4 rest -- for cases in Adelanto for the rest of August and  
5 September of 2016?

6 A Yes.

7 Q Okay.

8 A For the month of August, I was -- sorry. This is -- yes.

9 Q I'd like to show you what's been marked as GC Exhibit 171.  
10 Please look through these emails.

11 A Okay. Yes.

12 Q Did -- what are these emails?

13 A These are the emails with my cases for August.

14 Q And it shows that there are several emails throughout that  
15 you received, it looks like you received in -- on different  
16 days in august.

17 A Yes.

18 Q Are these multiple case assignments?

19 A Yes.

20 Q And who were these cases assigned by?

21 A Mr. Haroon Siddiqi.

22 Q Do you know approximate -- wait. And did these include  
23 case assignments in Adelanto for the last week of August and  
24 the first -- for the end of August and beginning of September?

25 A Yes.

1 MS. HADDAD: Move to admit GC Exhibit 171.

2 MR. ROBERTS: No objection.

3 JUDGE ROSAS: 171 is received.

4 **(General Counsel Exhibit Number 171 Received into Evidence)**

5 Q BY MS. HADDAD: Did you participate in the demonstration  
6 in front of -- with other interpreters on August 25th and  
7 August 26th of 2016?

8 A Yeah. Yes.

9 Q And -- and that was in Los Angeles?

10 A Yes.

11 Q Do you know what the purpose of the demonstration was?

12 A Yes, to support our colleagues, to inform the EOIR that we  
13 were not very happy.

14 Q Were - I'd like to show you what's been marked as GC  
15 Exhibit 172.

16 A Okay.

17 Q Do you recognize this -- this picture?

18 A Yes.

19 Q Are you in this picture?

20 A Yes.

21 Q Where are you in this picture?

22 A Right-hand side.

23 Q And that sign you're wearing, does that say -- says SOSI  
24 on the top?

25 A Yes.

1 Q Do you know whether these pictures were -- any pictures  
2 were shared on WhatsApp?

3 A Yes.

4 Q And how do you know?

5 A Because -- because I saw them on WhatsApp and because Mr.  
6 Siddiqi mentioned it to me.

7 Q Okay.

8 MS. HADDAD: Move to admit GC Exhibit 172.

9 MR. ROBERTS: No objection.

10 JUDGE ROSAS: 172 is received.

11 **(General Counsel Exhibit Number 172 Received into Evidence)**

12 Q BY MS. HADDAD: You -- you stated that Mr. Siddiqi  
13 mentioned it to you. Before we get to that, did you cancel any  
14 SOSI cases to demonstrate, to join these demonstrations?

15 A No.

16 Q Were you already working in Los Angeles that day? And by  
17 that day, I mean either the 25th or the 26th.

18 A For SOSI?

19 Q For anyone.

20 A Yes.

21 Q And what day were you -- what days were you working in Los  
22 Angeles?

23 A Thursday and Friday.

24 Q Were those the days of the demonstration?

25 A Yes.

- 1 Q And were -- was that work for SOSI?
- 2 A No.
- 3 Q Do you remember who you were working for?
- 4 A No. I think it was -- no, I don't remember who.
- 5 Q So when did you first hear from Mr. Siddiqi? Was it on
- 6 the first day of the demonstration or the second day of the
- 7 demonstration?
- 8 A The second day of the demonstration.
- 9 Q And when did you first hear from him?
- 10 A Either 7:30 or 8 in the morning, on my way to Los Angeles.
- 11 Q And did he call you?
- 12 A Yes, he did call me.
- 13 Q And what was that conversation about?
- 14 A It was a very short conversation. He called me to ask me
- 15 if I was going to be working for SOSI the next week.
- 16 Q And had you -- had you already had cases assigned to you
- 17 that next week?
- 18 A Yes.
- 19 Q And what -- what did you say in response?
- 20 A I said Yes, sir. If I confirmed them, if I have anything
- 21 assigned, if I confirmed them, I will be there.
- 22 Q Did you hear from Mr. Siddiqi again that day?
- 23 A Later on -- we disconnected, and later on during the day,
- 24 I received an email from him.
- 25 Q Your --

- 1 A And I called him.
- 2 Q Well, is -- I'd like you to look at GC Exhibit 173. Is
- 3 this the email that you received from Mr. Siddiqi?
- 4 A Yes.
- 5 Q What's the time and date of that email?
- 6 A It's August 26th at 1:39, 2016, at 1:39.
- 7 Q In the afternoon?
- 8 A In the afternoon.
- 9 Q What is he -- what is he doing in this email?
- 10 A He's taking my cases away from Adelanto, and switching me
- 11 to Los Angeles.
- 12 Q For what period?
- 13 A From August 30th to September 2nd.
- 14 Q Had you -- were these the cases for which you -- you had
- 15 already accepted in GC Exhibit 171?
- 16 A Not the ones in LA, no.
- 17 Q The cases that he had de-assigned from you, or the cases
- 18 that he took away from you, that you had been assigned to in
- 19 Adelanto, had you already confirmed those cases?
- 20 A The ones in Adelanto, I had confirmed, yes.
- 21 Q Where were you when you received this email?
- 22 A I was at the demonstration.
- 23 Q And you say that you received this email and then you
- 24 called Mr. Siddiqi?
- 25 A Yes.

1 Q Oh, to clarify; you were at the demonstration -- where --  
2 you were at the demonstration outside of the EOIR?

3 A Yes.

4 Q Okay. So when you called Mr. Siddiqi, did he answer?

5 A Yes. Not on the first one. I called him to his cellular.  
6 He didn't answer. So I called him to the office.

7 Q And -- and what did you say?

8 A I asked him what was going on, why had he taken my cases  
9 in Adelanto away to give me some in Los Angeles. And he said I  
10 know -- I know what you guys are doing. I know where you're  
11 at. And I asked him what was he talking about. He said that  
12 somebody had informed them, through a text, somebody from  
13 Texas, of what we were doing, and that we were having a  
14 demonstration.

15 Q And you testified earlier that Mr. Siddiqi mentioned --  
16 mentioned it to you -- mentioned the WhatsApp group to you?

17 A Yes, he said it.

18 Q What did he say specifically about the WhatsApp group, if  
19 you could remember?

20 A We've seen the texts in WhatsApp. Somebody from Texas  
21 informed us and provided us pictures.

22 Q Did he identify the person in Texas who had done this?

23 A No. He just said someone from Texas.

24 Q So when he -- when Mr. Siddiqi told you this, what did  
25 you -- what did you say back?



1 A I said Yes, it's freedom of speech.

2 Q Did Mr. Siddiqi --

3 A I'm there to support my colleagues.

4 Q Did Mr. Siddiqi say -- what, if anything, did Mr. Siddiqi  
5 say about -- well, did Mr. Siddiqi say anything else?

6 A I said I didn't have anything assigned. So I came to  
7 support my colleagues. He says I send you some assignments and  
8 you rejected them. I said Yes, Mr. Siddiqi. If you remember,  
9 I sent you an availability email at the beginning -- at the end  
10 of last week.

11 Q So do you mean --

12 A You didn't -- you didn't give me anything for Thursday and  
13 Friday. I wasn't going to be sitting down waiting until you  
14 gave me something. So I accepted work with another agency for  
15 those days.

16 Q So did -- when he offered you the cases, or when he  
17 offered you work that you had turned down, had you already  
18 accepted with these other agencies?

19 A Yes. It worked perfect for me, because I had accepted  
20 those cases. They were in LA. They were in the afternoon.  
21 And I had the morning to support my colleagues.

22 Q And what -- what else was said about -- about the fact  
23 that you had been assigned cases in Los Angeles, if anything?

24 A He got very upset, and he said, Irma, you had already  
25 accepted cases in LA. Why are you so upset? I said Because

1     it's the entire week. I can't be going to LA for half-a-day on  
2     one day. He was giving me August 30th, an afternoon in LA;  
3     August 31st, a morning in LA; and on September 1st, just the  
4     morning --

5     Q     Ms., you --

6     A     -- I'm sorry, the full day.

7     Q     You don't need to read --

8     A     I'm referring --

9     Q     -- from the email.

10    A     I'm referring to --

11    Q     Right.

12    A     -- 176. So that's what the conversation was about. I  
13    said I can't -- I can't go to LA almost the entire week. He  
14    asked but why. I said Listen, I have accepted cases before  
15    because it's just one or two days of a week, and it's not all  
16    the time. I have to talk to my babysitter to see if she's  
17    going to be able to wait for me and so I can pick up my  
18    grandchild.

19           He said You never told me that. I said, well, we don't  
20    talk personal. When I send you the availability, I have  
21    already asked my babysitter if she can cover for me on those  
22    days, because I don't have anything. She said -- if she says  
23    yes, I send him the email and I sit and wait.

24    Q     So when you told him all of -- when you told him this,  
25    what did -- what did he -- what did he say he would do? Or

1     what, if anything, did he say he would do with these cases?

2     A     I told him I wasn't going to be able to take them. I did  
3     not confirm. And we disconnected. We were both upset, maybe  
4     because he had taken my cases away. He said he had already  
5     given them away. And we disconnected. Then --

6     Q     How --

7     A     -- later on, he called me back.

8     Q     Well, before we get to that, how long did this phone  
9     conversation with Mr. Siddiqi last?

10    A     Ten minutes.

11    Q     Okay.

12    A     Fifteen, I don't know.

13           MS. HADDAD: Move to admit GC Exhibit 173.

14           MR. ROBERTS: No objection except for the top part. I  
15    assume you're not really offering --

16           MS. HADDAD: No, I just didn't want to alter the email. I  
17    can -- I can redact that.

18           JUDGE ROSAS: Well, I mean it's what she did. So I mean,  
19    you know, it's --

20           MR. ROBERTS: No, but I just mean if she forward it to Ms.  
21    Haddad.

22           JUDGE ROSAS: She forwarded it. Yeah. Yeah.

23           MR. ROBERTS: And just --

24           JUDGE ROSAS: Yeah.

25           MR. ROBERTS: -- that has no evidentiary value though.

1 So --

2 JUDGE ROSAS: Probably not, unless -- unless you can use  
3 it for impeachment or something else. It's --

4 MR. ROBERTS: Okay.

5 JUDGE ROSAS: -- it's there. So --

6 MR. ROBERTS: All right.

7 JUDGE ROSAS: Anyway. All right. Let's take a five-  
8 minute break. Go off the record.

9 (Off the record at 12:29 p.m.)

10 JUDGE ROSAS: Okay.

11 MS. HADDAD: Okay. We're back on the record? Okay.

12 Q BY MS. HADDAD: Ms. Rosas, so you -- you testified just  
13 before the break that after you got off the phone with Mr.  
14 Siddiqi, he -- he then called you back. How soon after this  
15 phone call did he call you back?

16 A I don't know. Ten, 15 minutes after our conversation  
17 ended.

18 Q And what was that conversation about?

19 A He was telling me that he was going to try to get cases  
20 for me in Adelanto.

21 Q And did -- how long did that conversation last?

22 A I don't think it was very long.

23 Q Was that -- was anything else said?

24 A I don't remember. I just know it was really short.

25 Q Okay. I'd like to show you what has been marked as GC

1 Exhibit 174. Just take a look at these emails.

2 A Okay.

3 Q Do you recognize this email?

4 A Yes.

5 Q And was it -- who was it sent by?

6 A Mr. Siddiqi.

7 Q And was it in response to an email you had sent him?

8 A It was more in response to the conversation we had  
9 about -- about the fact that I had worked for him in Los  
10 Angeles the months before our conversation.

11 Q Well --

12 A And he was telling me that it was strange that I had  
13 taken -- that I have work cases, and I didn't ask for the 550.

14 Q Now, this -- his response appears to be -- well, it's not  
15 the -- you had also emailed in this chain -- was this email  
16 that you sent to him at 9:50 p.m. the one that's below, was  
17 that after your phone conversation with him about the fact --  
18 the Los Angeles cases?

19 A Yes.

20 MS. HADDAD: Your Honor, move to admit GC Exhibit 174.

21 MR. ROBERTS: No objection.

22 JUDGE ROSAS: 174 is received.

23 **(General Counsel Exhibit Number 174 Received into Evidence)**

24 Q BY MS. HADDAD: I'd like to show you GC Exhibit 175.

25 What -- what -- what are these emails?

1 A Okay. He continues to make the point that I, myself, had  
2 been asking him to assign me cases in Los Angeles for the  
3 rate -- the regular rate.

4 Q And what date was this email sent?

5 A The -- the next day after our argument on August 27, 2016.

6 Q Was this the same date as the GC Exhibit 174?

7 A Yes.

8 Q And -- okay.

9 MS. HADDAD: Move to admit GC Exhibit 175.

10 MR. ROBERTS: No objection.

11 JUDGE ROSAS: 175 is received.

12 **(General Counsel Exhibit Number 175 Received into Evidence)**

13 Q BY MS. HADDAD: I'd like to show you what has been marked  
14 as GC Exhibit 176.

15 A Okay.

16 Q What date was this email sent?

17 A It says on here August 27th.

18 Q Of what year?

19 A 2016.

20 Q Is this the same date as the other two emails that were  
21 sent to you?

22 A Yes.

23 Q Is -- and how is this email from?

24 A From Siddiqi.

25 Q And what is this email about?

1 A He is making a list of all of the cases that I have worked  
2 for him in Los Angeles throughout the year.

3 Q Did -- did you have any other conversations with him  
4 during this weekend or in the next few days about why you could  
5 not -- or why you would not take the Los Angeles cases he had  
6 assigned to you?

7 A No more conversations, no.

8 MS. HADDAD: Your Honor, move to admit GC Exhibit 176.

9 MR. ROBERTS: No objection.

10 JUDGE ROSAS: 176 received.

11 **(General Counsel Exhibit Number 176 Received into Evidence)**

12 THE WITNESS: I would like to point something, though, if  
13 I may.

14 MS. HADDAD: No, not at this time.

15 THE WITNESS: No?

16 Q BY MS. HADDAD: I mean was this email sent to you?

17 A Yes.

18 Q Okay. Did -- did you end up getting -- how many cases did  
19 you end up being assigned for September of 2016? Do you  
20 remember?

21 A I'm sorry.

22 Q How many cases did you end up being assigned in September  
23 of -- or did you end up working in September of 2016? Do you  
24 remember?

25 A Only 20.

1 Q And you had testified earlier that you would receive your  
2 cases for the next month in advance.

3 A Yes.

4 Q Did that happen for September of 2016?

5 A No. It was given to me in a dropper. I have to email  
6 him, email him, email him, asking him for -- for assignments.

7 Q Email who?

8 A Mr. Siddiqi, sorry.

9 Q I'd like to -- to show you GC Exhibit 177.

10 A Um-hum.

11 Q Is -- what date is this email?

12 A This is August 30th.

13 Q And it appears to be in response to your -- an email that  
14 you had sent. Who sent you this email?

15 A Mr. Siddiqi.

16 Q How many cases were you assigned on the last day of August  
17 for September?

18 A For September here was only three half-a-days.

19 MS. HADDAD: Your Honor, I move to admit GC Exhibit 177.

20 MR. ROBERTS: No objection.

21 JUDGE ROSAS: 177 is received.

22 **(General Counsel Exhibit Number 177 Received into Evidence)**

23 MS. HADDAD: Okay.

24 Q BY MS. HADDAD: I'd like to show you what's been marked as  
25 GC Exhibit 178.



1 A Um-hum. Yes.

2 Q Do you recognize this email?

3 A Yes.

4 Q And was this email sent to you?

5 A Yes.

6 Q And did it have your -- the extension agreement that you  
7 had signed attached?

8 A Yes.

9 MS. HADDAD: I move to admit GC Exhibit 178.

10 MR. ROBERTS: No objection.

11 JUDGE ROSAS: 178 is received.

12 **(General Counsel Exhibit Number 178 Received into Evidence)**

13 Q BY MS. HADDAD: I'd like to refer you to GC Exhibit 179.

14 A Okay.

15 Q Did you receive this email?

16 A Yes.

17 Q What's the date of this email?

18 A September 8.

19 Q Of what year?

20 A 2016.

21 Q Did -- did this email come with some attachments, do you  
22 recall?

23 A I would think so.

24 Q Well, can you take a look --

25 A It -- I'm confused, because some had attachments; some

1 we're just supposed to click on the link and that will take us  
2 to --

3 Q Well, if --

4 A -- to another website where we were to read the documents  
5 and click if we accepted or not.

6 Q Well, if you look at the top of the -- of GC Exhibit 179,  
7 when you forwarded it to me, it states that there are  
8 attachments there.

9 A Um-hum.

10 Q Does that -- does that -- does that refresh your  
11 recollection as to whether there were attachments to this  
12 email?

13 A Yes.

14 MS. HADDAD: Move to admit Exhibit GC Exhibit 179.

15 MR. ROBERTS: No objection.

16 JUDGE ROSAS: 179 is received.

17 **(General Counsel Exhibit Number 179 Received into Evidence)**

18 Q BY MS. HADDAD: I'd like to show you -- can you take a  
19 look at GC Exhibit 180.

20 A Um-hum.

21 Q Do you recall -- take a look through this please. Was  
22 this the attachment to the previous exhibit, do you recall?

23 A Yes, probably.

24 Q Do you not know for sure?

25 A I'm not sure. I'm sorry.

1 Q Do you recall ever having seen this document?

2 A This document? Yes.

3 JUDGE ROSAS: Referring to 180.

4 THE WITNESS: 180.

5 Q BY MS. HADDAD: You just are not sure if it came in the  
6 attached email?

7 A I just -- I would think so. I think that's it. What  
8 happens is that, like I said, it was -- if you look on 179, I  
9 said there was an attachment, because while these portal was  
10 here, that is mentioned here Global Cloud.SOSI was open, we  
11 were able to see this document.

12 JUDGE ROSAS: Referring to 180.

13 THE WITNESS: To 180. After that -- after that timeframe  
14 that they mention somewhere -- I don't remember; I'm probably  
15 mixing -- we were not allowed to see it anymore.

16 Q BY MS. HADDAD: Well, this email states -- in the subject  
17 to you, it states that there's an attached fully executed  
18 agreement and extension document. Well, skip the subject. But  
19 in the body of the email, it says also attached is a sample on  
20 how to complete the annual compliance forms. It's the last  
21 sentence of the first paragraph --

22 A Got it.

23 Q -- to you.

24 A Okay.

25 Q Do you --

1 A So that's what I'm confused -- yes. Yes.

2 Q But you do recall saying -- do you see Exhibit 180?

3 A Yes. But I was mistaking -- if I saw it on that portal  
4 that we were supposed to click to fill it out, or if I saw it  
5 as an attachment.

6 Q Well, so taking a look at GC Exhibit 180, had you ever  
7 been given this from SOSI before?

8 A Yes.

9 Q When had you been given this from SOSI before?

10 A I don't remember the exact date. I'm sorry.

11 Q But --

12 A But if we're giving -- it was very confusing.

13 Q Had you ever -- had you ever filled this out and completed  
14 this before?

15 A Yes, but not completely, because it was very confusing to  
16 me.

17 Q And these comments on the side, if you look at GC Exhibit  
18 180, there are comment boxes. Was the document sent to you  
19 like this?

20 A Not with these comments, no. Before?

21 Q Oh no, I'm talking about now, in this email.

22 A Yes.

23 Q Did --

24 A This email did. Yes.

25 Q Okay. So when you had seen this document before, there

1       were no comments?

2       A       Yes.  There were no comments.

3           MS. HADDAD:  Move to admit GC Exhibit 180.

4           MR. ROBERTS:  No objection.

5           JUDGE ROSAS:  Just one question for my own voir dire.

6           These checkmarks that were on the document, they were  
7       there when you received it?  Do you recall that, that it  
8       checked off small business and for women-owned small business?

9           THE WITNESS:  Yes, there were.

10          JUDGE ROSAS:  Do you recall seeing those?

11          THE WITNESS:  Yes.  On the sample, yes.  Just the sample.  
12       They -- they were suggesting either/or, and they were giving an  
13       explanation, yes.

14          JUDGE ROSAS:  And that would be a designation for  
15       yourself, if you're -- if you're signing this?  This is with  
16       respect to you, not with respect to SOSI; is that --

17          THE WITNESS:  That's right.

18          JUDGE ROSAS:  And I guess -- sorry, I don't -- in case I  
19       forget later -- were there any male interpreters that worked --

20          THE WITNESS:  Yes.

21          JUDGE ROSAS:  -- for SOSI?  So if it were a male,  
22       presumably they wouldn't check that off, right?

23          THE WITNESS:  I wouldn't know, Your Honor.  I --

24          JUDGE ROSAS:  Okay.

25          THE WITNESS:  -- didn't see any of their --

1 JUDGE ROSAS: Okay.

2 THE WITNESS: -- samples.

3 JUDGE ROSAS: All right. 180 is received.

4 **(General Counsel Exhibit Number 180 Received into Evidence)**

5 MS. HADDAD: Thanks.

6 Q BY MS. HADDAD: Just a clarifying question about GC-180,  
7 it's not your name under -- on the offerer name?

8 A No, it's -- this is just a sample.

9 Q Okay. So you didn't -- did you fill out -- well --

10 A I didn't fill out any of this, no.

11 Q On this document?

12 A On this document, no.

13 Q Okay. Thanks. I'd like to show you what's been marked as  
14 GC Exhibit 181.

15 A Okay.

16 Q Do you recognize this document?

17 A Yes.

18 Q And was this document -- was this email sent to you?

19 A Yes.

20 Q Did it have the -- did it have training slides -- did it  
21 have a document attached to this?

22 A Yes.

23 MS. HADDAD: Move to admit 181.

24 MR. ROBERTS: No objection.

25 MS. HADDAD: Let's take a look at --

1 JUDGE ROSAS: 181 is received.

2 **(General Counsel Exhibit Number 181 Received into Evidence)**

3 Q BY MS. HADDAD: Please take a look at 182. Have you seen  
4 this document before?

5 A Yes. I remember vaguely.

6 Q Do you recall if it was attached to the email GC Exhibit  
7 181?

8 A Yes.

9 Q Please take a moment and look through it.

10 A Yes.

11 Q Did you read this document before?

12 A I glanced. I did, yes.

13 MS. HADDAD: Your Honor, I move to admit GC Exhibit 182.

14 MR. ROBERTS: No objection.

15 JUDGE ROSAS: 182 is received.

16 **(General Counsel Exhibit Number 182 Received into Evidence)**

17 Q BY MS. HADDAD: I'd like to show you -- please refer to  
18 Exhibit 183.

19 A Okay.

20 Q Do you recognize this document? Please take a moment and  
21 look through it.

22 A Yes.

23 Q And what is it?

24 A This was the email informing us where we were to click to  
25 fill this out, this document 180.

- 1 Q Well, I think if you --
- 2 A I think.
- 3 Q -- I think if you take a look, at the bottom of the second
- 4 page it says RFQ California Spanish 09/12/16.
- 5 A Um-hum.
- 6 Q Do you know what the RFQ is?
- 7 A I think they were referring to this.
- 8 Q If -- do you -- can you take a look at Exhibit 184?
- 9 A Yes.
- 10 Q Do you recognize this document?
- 11 A Yes.
- 12 Q What is this document?
- 13 A It's the new contract.
- 14 Q Was this emailed to you by SOSI?
- 15 A Yes.
- 16 Q Do you recall whether this was attached to GC Exhibit 183,
- 17 or this was what you had to access at the bottom?
- 18 A Yeah. I think that's it.
- 19 Q Well, looking at GC Exhibit 183, does it give a deadline
- 20 for which you're supposed to submit a new quote to SOSI?
- 21 A Yes, 5 p.m., September 19.
- 22 Q Of what year?
- 23 A 2016.
- 24 Q And what date was this sent to you?
- 25 A September 12th.



1 Q Of what year?

2 A 2016.

3 Q It states on the second page that there are three changes  
4 that are --

5 A Um-hum.

6 Q -- being implemented. Were you able to negotiate these  
7 changes, do you know?

8 A Would you repeat that question? I was reading.

9 Q Oh, here. Please take a minute and look it over.

10 A Okay. What was your question?

11 Q Were you able to negotiate these changes?

12 A No.

13 MS. HADDAD: Move to admit 183.

14 MR. ROBERTS: No objection.

15 JUDGE ROSAS: I think it was in, 183.

16 MS. HADDAD: And also 184.

17 JUDGE ROSAS: And 184.

18 MR. ROBERTS: No objection.

19 **(General Counsel Exhibit Number 183 and 184 Received into**  
20 **Evidence)**

21 Q BY MS. HADDAD: Taking a look at 184, did -- I'd like  
22 to -- can you please take a look at paragraph 2?

23 A Yes.

24 Q What's the term length on this agreement?

25 A Until March 31st, 2017.

1 Q It also states that there's a five-day written -- they  
2 can -- that either party can terminate the agreement with five  
3 days' written notice. Do you book -- when you get your  
4 schedules -- when you received your schedule from SOSI, and you  
5 would get your cases in advance, would you book other agencies  
6 for those days that you had already been scheduled for SOSI?

7 A No.

8 Q Do you see any -- scratch that. I'd like you to refer to  
9 attachment B, which is page 8.

10 A Yes.

11 Q Refer to the top part. Did it -- was this a -- was there  
12 a range of rates or was this the only rate being offered, do  
13 you remember?

14 A That was the only rate we were being offered.

15 Q Was there any way to change this rate?

16 A No. There never negotiated with us. It was being posed  
17 to us as far as I am concerned.

18 Q Do you know if you could offer a lower rate than this?

19 A Lower rate?

20 Q Yes.

21 A Repeat the question.

22 Q Do you know whether you could have chosen a lower rate?

23 A I guess.

24 Q Did -- were you expected to complete -- do you recall if  
25 you were expected to complete this refillable form?

1 A Yes. I --

2 Q Look. I'll change the question. Do you know if there  
3 was -- was this sent to you in a PDF?

4 A I don't remember. I would think so.

5 Q That's okay. I'd like you to look at the travel section,  
6 the second section.

7 A Um-hum.

8 Q It's just the same page on page 8.

9 A Yes.

10 Q Does this appear to you to -- and the travel rates also  
11 continue onto page 9 as well.

12 A Um-hum. Yes.

13 Q Does this appear to you to be negotiable?

14 A No.

15 Q Does this appear to give any option for you to negotiate  
16 travel rates on a case-by-case basis?

17 A No.

18 MS. HADDAD: Move to admit GC Exhibit 184.

19 MR. ROBERTS: No objection.

20 JUDGE ROSAS: It's already in.

21 Q BY MS. HADDAD: Can you take a look at 186? Please note  
22 that we're skipping 185. Did you receive this reminder from  
23 SOSI?

24 A Yes.

25 Q And to clarify, it says "notify at egnyte.com." Is the

1 email -- is that -- do you understand that's a SOSI email?

2 A Yes.

3 MS. HADDAD: Move to admit GC Exhibit 186.

4 MR. ROBERTS: No objection.

5 Q BY MS. HADDAD: Taking a look at --

6 JUDGE ROSAS: 186 is received.

7 **(General Counsel Exhibit Number 186 Received into Evidence)**

8 Q BY MS. HADDAD: -- taking a look at GC Exhibit 187, did  
9 you write this email?

10 A Yes.

11 Q Did you send this email as well?

12 A Yes.

13 Q Why did you send it to Stephen Iwicki? Who was he?

14 A Stephen Iwicki was a person that came to Los Angeles to  
15 have a meeting with my colleagues, but -- with all of us. But  
16 at that date, I was working in Atlanta, and I didn't make it to  
17 the meeting, and he's the person that I was told was  
18 representing SOSI and came to inform us that it was gonna be  
19 thirty-five dollars an hour, no negotiation, and it was take it  
20 or leave it.

21 Q But you didn't hear him say this personally?

22 A I did not, no.

23 Q Did -- when was this -- do you remember when this meeting  
24 that you couldn't make -- do you remember when it was -- was it  
25 some -- was it in the month of September?

1 A I'm sorry. I don't know. I don't remember.

2 Q So how did you know to email him?

3 A He claimed to be the person that was going to be  
4 representing SOSI from then on.

5 Q But how -- did you hear that from other colleagues?

6 A Yes.

7 Q Did you get his email from other colleagues?

8 A Yes.

9 Q Okay. And in this email, are you making -- are you  
10 turning down SOSI's offer?

11 A I'm trying to negotiate. I'm trying to --

12 JUDGE ROSAS: It speaks for itself.

13 Q BY MS. HADDAD: Did you ever -- did SOSI ever respond to  
14 your counteroffer in this email?

15 A Yes.

16 MS. HADDAD: I move to admit GC Exhibit 187.

17 MR. ROBERTS: No objection.

18 JUDGE ROSAS: 187 is received.

19 **(General Counsel Exhibit Number 187 Received into Evidence)**

20 Q BY MS. HADDAD: Take a look at GC Exhibit 188. Was this  
21 SOSI's response to your email; do you know?

22 A Yes.

23 Q Did they offer -- did they make a counteroffer in return?

24 A No.

25 Q Did they make any offer to negotiate in return?

1 A No.

2 Q Did you ever submit a different offer to SOSI?

3 A Different than this, no.

4 Q Okay. What was your last day of work for SOSI?

5 A September 29, I think.

6 Q Of what year?

7 A 2016.

8 MS. HADDAD: I move to admit GC Exhibit 188.

9 MR. ROBERTS: No objection.

10 JUDGE ROSAS: 188 is received.

11 **(General Counsel Exhibit Number 188 Received into Evidence)**

12 MS. HADDAD: Your Honor, nothing further at this time.

13 JUDGE ROSAS: Okay. Charging Party.

14 **DIRECT EXAMINATION**

15 Q BY MS. BRADLEY: Good afternoon, Ms. Rosas.

16 A Hi.

17 Q Could you please refer back to Exhibit 184.

18 A 84?

19 Q 184 --

20 A The one we just --

21 Q -- yes, ma'am.

22 A -- oh. Okay.

23 Q And within Exhibit 184, can you please turn to page 8?

24 A Okay.

25 Q In the top half of page 8, there's a series of boxes, and

1       there's a line that says "contractor-proposed hourly rate".

2       Did you propose the hourly rate that is listed beside that box?

3       A       I'm sorry, could you point --

4       Q       Certainly.

5       A       -- with your finger?

6       Q       At the top third of the page 8, and it says "language  
7       Spanish."

8       A       Would you be so kind and point with your finger on your  
9       copy?

10           JUDGE ROSAS:   Let me see.   Let me see.

11           THE WITNESS:   Oh, okay.   Thank you.   Yes.

12       Q       BY MS. BRADLEY:   Okay.   So do you see where it says  
13       "contractor-proposed hourly rate" and then a dollar amount next  
14       to that?

15       A       Yes.

16       Q       Okay.   And did you propose that hourly rate?

17       A       No.

18       Q       Are you aware of who proposed that hourly rate?

19       A       No.

20       Q       Okay.   And I'm done with 184.   If you could please refer  
21       to Exhibit 180?

22       A       Yes.

23       Q       And I believe in your previous testimony you had said that  
24       this was attached to an email that was sent at some time during  
25       September 2016; is that correct?

1 A Yes.

2 Q And had you been asked by SOSI to complete a compliance  
3 document like this prior to September 2016?

4 A Yes.

5 Q Do you recall when that was?

6 A No.

7 Q Okay. Was it -- do you recall when in relation to when  
8 you were working for SOSI you were required to complete this  
9 document?

10 A When I was required to complete this one?

11 Q Yes.

12 A I'm confused because one set of this document was sent to  
13 us before, and we didn't understand it; it was very difficult.  
14 And we all filled it out wrong.

15 Q Okay.

16 A I sent what I understood, and apparently a lot of us  
17 complained or said, this is difficult, and then they sent us  
18 this with the explanation. So this is the second time that we  
19 get this thing.

20 Q Okay.

21 A And that's why I'm confused with the dates because I don't  
22 remember when I got the first one, and that's why I'm confused.

23 Q Okay. So in other words, the exhibit that's been marked  
24 as 180 is the second version of this document --

25 A Second version.



- 1 Q -- that you had received?
- 2 A Yes.
- 3 Q And do you recall when you received the first version of
- 4 this document?
- 5 A That's what I don't recall. That's why I'm confused.
- 6 Q Okay. Was it in the year 2016?
- 7 A Yes.
- 8 Q Okay. Do you remember what time within 2016 you received
- 9 it?
- 10 A I don't want to lie.
- 11 Q Do you remember if it was --
- 12 A I do not remember.
- 13 Q -- before or after your contract extension with SOSI?
- 14 A I think it was before the extension.
- 15 Q Okay. Do you remember how much before the extension?
- 16 A I don't.
- 17 Q Okay. All right. But prior to receiving that first
- 18 version of this document, GC's Exhibit 180, had SOSI asked you
- 19 to complete something with compliance representations and
- 20 certifications earlier?
- 21 A No.
- 22 Q Okay. So the two versions of this Exhibit 180, that was
- 23 the first time SOSI had asked you to do something like this?
- 24 A Yes.
- 25 Q Okay.

1 MS. BRADLEY: No further questions.

2 JUDGE ROSAS: All right. Cross-examination?

3 MR. ROBERTS: Do you have any statements?

4 MS. HADDAD: Oh, yes.

5 JUDGE ROSAS: All right. Let's go off the record.

6 (Off the record at 1:06 p.m.)

7 **CROSS-EXAMINATION**

8 Q BY MR. ROBERTS: Good afternoon, Ms. Rosas.

9 A Good afternoon.

10 Q I want to show you what I've marked as Respondent's  
11 Exhibit 13 --

12 (Counsel confer)

13 Q BY MR. ROBERTS: Can you identify what this is?

14 A Yeah.

15 Q What is it?

16 A This is my website.

17 Q It's your website?

18 A Um-hum.

19 Q Is that a yes?

20 A Yes.

21 Q Okay. And how long have you maintained this website?

22 A That's a tricky question. How long have I had it?

23 Q Yes.

24 A I don't remember, 2006, probably.

25 Q At least 10 years then?

- 1 A Yeah. I had two. That's why I can't remember.
- 2 Q You had two websites?
- 3 A Yes.
- 4 Q What's the other one?
- 5 A No. The other one disappear.
- 6 Q So you had one before this one then?
- 7 A Yes. I had them at the same time.
- 8 Q Okay. But since roughly 2006, this is the only one you've
- 9 had, or did the other one disappear some time later?
- 10 A It disappeared some time later.
- 11 Q But just so -- I mean so we know what each page is, the
- 12 first page gives a little bit of your background and then the
- 13 types of experience you have, and --
- 14 A Um-hum.
- 15 Q -- I had a question. What are C&Rs, down at the bottom?
- 16 A My mind just blocked, but these are agreement that the
- 17 lawyers get. I'm sorry.
- 18 Q It's some kind of agreement, you believe?
- 19 A Yeah. We go to this person's home, and read it to them,
- 20 and then they sign it, and we take it back, and then they get
- 21 paid a certain amount of money. I --
- 22 Q That's sufficient. Thank you. And then on the second
- 23 page, there's some different types of equipment --
- 24 A Um-hum.
- 25 Q -- and I know these -- what's the difference between these

1 types of equipment in general?

2 A The first one is a transmitter. The second one is the  
3 receiver, then the headphones, then the microphones.

4 Q Okay. Say is that 30 types of headphones, or three zero,  
5 or is that just the designation?

6 A I have 30 headphones.

7 Q Oh, you have 30 headphones?

8 A Yeah.

9 Q And those are headphones that you purchased on your own?

10 A Yes.

11 Q And does that mean you -- this is equipment you actually  
12 have that you possess, correct?

13 A Yes.

14 Q So you have two --

15 A So if somebody calls in for a conference that needs  
16 equipment, this is what I have, and they rent it from me.

17 Q Okay. Do you rent out equipment from time to time?

18 A No, not necessarily.

19 Q But you possess two transmitters, 20 receivers, 30 types  
20 of headphones, and three types of microphones?

21 A Yes.

22 Q Okay. And then on page 3, and 4, and 5, these are your  
23 different either certificates, diplomas --

24 A Yes.

25 Q -- is that correct?

1 A Yes.

2 Q And the dates that are out to the side, are those the  
3 dates -- like for the state of California of June 1st, 2016, is  
4 that the date that you obtained that particular certification?

5 A Yes.

6 Q Okay.

7 MR. ROBERTS: I offer Respondent's Exhibit 13.

8 MS. HADDAD: No objection.

9 MS. BRADLEY: No objection.

10 JUDGE ROSAS: Respondent's 13 is received.

11 **(Respondent Exhibit Number 13 Received into Evidence)**

12 Q BY MR. ROBERTS: Ms. Rosas, you testified that you had or  
13 have a business license. Do you still have one?

14 A I canceled it.

15 Q And when did you cancel it?

16 A Last year around probably November.

17 Q This would have been after you no longer were performing  
18 services for SOSI?

19 A That's right.

20 Q Did you -- and I didn't catch quite the county -- was it a  
21 specific county that you had this --

22 A It was the city of Moreno Valley.

23 Q Okay, city. And do you recall when you first obtained  
24 your business license?

25 MS. HADDAD: Your Honor, I'm so sorry. Can we go off the

1 record for one second?

2 JUDGE ROSAS: Sure.

3 (Off the record at 2:21 p.m.)

4 Q BY MR. ROBERTS: Do you recall when you -- I'm sorry. Do  
5 you recall when you first obtained your business license?

6 A Around 2005, 2006.

7 Q And did you have to -- do you pay a yearly for of some  
8 type or --

9 A I used to pay a yearly fee, yes.

10 Q And do you recall the amount of that fee?

11 A Eighty something dollars, 100-and-something dollars.

12 Q And did you just know that you needed one, or did  
13 something happen that alerted you to the fact that you needed a  
14 business license?

15 A My assistant used to do our taxes, and he told me that it  
16 would be a good idea to obtain a license.

17 Q Okay.

18 A Because my office was at home.

19 Q You stated that -- so do you -- you stated that you were a  
20 sole proprietorship under the name Irma Rosas; is that correct?

21 A Yes.

22 Q And when you signed -- like the agreement that you signed  
23 with SOSI, when you signed it in your name, that was signing it  
24 in your name as a sole proprietor?

25 MS. BRADLEY: Objection. It mischaracterizes prior

1 testimony.

2 MR. ROBERTS: It's a question on cross.

3 JUDGE ROSAS: Repeat the question.

4 Q BY MR. ROBERTS: When you signed the -- when you signed  
5 your agreement with SOSI as Irma Rosas, you were signing it in  
6 your capacity as a sole proprietorship, correct?

7 JUDGE ROSAS: You're objecting to that?

8 MS. BRADLEY: I don't believe that that's what her  
9 testimony was on direct, that --

10 MR. ROBERTS: It doesn't matter. I --

11 JUDGE ROSAS: Well, it's his question.

12 If you can -- can you answer that?

13 THE WITNESS: I remember signing as Irma Rosas. I don't  
14 remember signing to the side, sole proprietor.

15 Q BY MR. ROBERTS: That wasn't -- the question is, did you  
16 understand that you were signing in your capacity as a sole  
17 proprietor?

18 A Yeah, I think so.

19 Q Okay. Now you testified some about some issues in  
20 December 2015 and January 2016?

21 A Yes.

22 Q And you would agree that things were a little chaotic at  
23 that point in time?

24 A Chaotic is --

25 Q An understatement?

1 A -- it's an understatement.

2 Q Okay. And was it -- were people -- were interpreters  
3 being double-booked for the same case?

4 A Oh, yeah.

5 Q And there was a lot of confusion in the scheduling and  
6 assignment process, correct.

7 A Say that again.

8 Q Well, there -- you said that they were being double  
9 booked. What other issues, if any, were there in cases being  
10 assigned and scheduled, in that time period, December through  
11 January?

12 A They were double booked. We would receive a call offering  
13 a case, then never receive the confirmation, and then you  
14 showed up, and someone else is there, or you don't show up and  
15 nobody's there because you never received the confirmation; it  
16 was just a phone call. We didn't receive payment until a month  
17 and a half, two months later. We didn't know where to send our  
18 COIs. We sometimes got assignments from three, four people;  
19 and it was really -- it was bad.

20 Q Did those problems -- I'm not saying there weren't any  
21 continuing problems, but did those type of problems largely  
22 resolve themselves by February of 2016?

23 A Yeah, yes.

24 Q Now you testified about some cancelations, cases being  
25 canceled and that -- as I understood your testimony, you seemed



1 to doubt that they'd actually been canceled because you said  
2 that they -- you had to give like 10 days notice or something;  
3 is that correct? Is that --

4 A That's --

5 Q -- that was your testimony?

6 A Yes.

7 Q But you -- did you have cases that were canceled within 24  
8 hours?

9 A I probably had once, twice.

10 Q Okay. And were you paid for those cases?

11 A I was paid once.

12 Q Okay. And so I'm confused. If cases had to be canceled  
13 at least 10 days in advance, how were cases being canceled  
14 within 24 hours?

15 A I don't know what's the reason -- what was the reasoning  
16 for canceling 24 hours.

17 Q What did you base your understanding that there needed to  
18 be 10 days notice for a case to be canceled; what was that  
19 based on?

20 A An EOIR.

21 Q Okay. EO --

22 A An EOIR, things have to be canceled way in advance.

23 Q And how do you know that? I mean what is that based on?

24 A It's just for experience, you know. Since we were working  
25 there 24/7, I mean, you see it happening. The judge says,

1     okay, remember if you could turn in agreement, you need to let  
2     us know in this amount of time because if you don't, we have to  
3     send notices; stuff like that.

4     Q     Well, when you were working through Lionbridge, were cases  
5     sometimes canceled with less than 10-days notice?

6     A     No. We hardly had cancellations with Lionbridge.

7     Q     So you --

8     A     That's why when SOSI came it was so chaotic, so strange.

9     Q     On you travel rate, I think -- you agree that the contract  
10    that was negotiated did not include travel rates in it,  
11    correct?

12    A     Are we talking about 2015?

13    Q     Yes, the -- well, you signed yours on November 1st of  
14    2015. That contract did not contain travel rates in it,  
15    correct?

16    A     Yes, I think so.

17    Q     And you testified about a conversation you had with Sergey  
18    Romanov, correct; and that was in, what, late December?

19    A     Yes.

20    Q     Of 2015, right?

21    A     Yes.

22    Q     And in that conversation, he told you that -- well, you  
23    said that -- let me rephrase that. As I understand it, you  
24    told him that you assumed that you would be paid the travel  
25    rate based on the fact that your colleagues in LA were being

1     paid a certain rate to travel to Atlanta; is that right?

2     A     That's right.

3     Q     And did he respond that they were negotiating individually  
4     with their coordinators on those rates?

5     A     See, you're talking about two different things.

6     Q     Well, can you answer it yes or no? Did he say that  
7     they -- that those -- that the coor -- excuse me -- the  
8     interpreters in LA were having to negotiate individually with  
9     their coordinators on rates?

10    A     Yes.

11    Q     Okay. Moving forward to August 25th and 26th when you  
12    participated in the protests in front of the courts, those were  
13    the dates that you were not scheduled to work for SOSI, as I  
14    understand it?

15    A     That's right.

16    Q     And you testified about several phone -- I mean several  
17    conversations you had with Haroon Siddiqi on, I believe, the  
18    second of those days, which would have been Friday, the 26th of  
19    August?

20    A     Yes.

21    Q     In other words, you demonstrated -- your group  
22    demonstrated both on Thursday the 25th and on Friday the 26th,  
23    correct?

24    A     Yes.

25    Q     But your first conversation with Mr. Siddiqi was not until

1 Friday the 26th, right?

2 A That's right.

3 Q And had there been press coverage of this demonstration on  
4 Thursday the 25th?

5 A Yes.

6 Q Okay. And I know you testified that you didn't block  
7 people from going in and out, but do you know whether the  
8 courts -- well, let me rephrase that. I know you didn't miss  
9 any assignments because of it, but do you know whether some of  
10 the other interpreters who participated in that protest  
11 canceled assignments last minute?

12 A I don't.

13 Q All right. When you spoke to Mr. Siddiqi on the 26th -- I  
14 know there were a couple conversations, but in one of them, you  
15 testified that he asked you if you were going to cover your  
16 cases for the following week?

17 A That's right, the very first phone call at --

18 Q And you said --

19 A -- seven in the morning.

20 Q -- yes, why wouldn't I -- or something like that; is that  
21 correct?

22 A That's correct.

23 Q And did he tell you at that time that the reason he was  
24 asking that was that a number of interpreters had called in  
25 sick, and he was just wanting to check to make sure that you

1     were going to continue to cover your cases?

2     A     Yes.

3     Q     Now you testified that -- at one point you said that, I  
4     believe your testimony was in December, the very first month of  
5     the time track, December 2015, you had some 31 cases in that  
6     month, is that right?

7     A     That's right.

8     Q     And I also wrote down that you said that in January,  
9     however, you only worked 15 cases.

10    A     That's right.

11    Q     That's January of 2016, right?

12    A     That's right.

13    Q     And then I wrote down that you said that you usually work  
14    28 to 30 cases in a month.

15    A     That's right.

16    Q     But during -- not -- not only in January --

17    A     In average.

18    Q     On average, okay. Well, in February, March, and April of  
19    2016, you were working significantly less than 28 to 30 cases  
20    each month, weren't you?

21    A     If I'm not mistaken, I work 15 in January, then it went to  
22    26, 28 and up until September.

23    Q     Okay, but -- but when you were getting your assignments  
24    say for February, March, and April, and even May of 2016 --

25    A     Mm-hum.

1 Q -- Mr. Siddiqi was sending you these cases not all at one  
2 time, correct? You were having to get these throughout the  
3 course of the month, right?

4 A No. We always get the big schedule a week or two -- a  
5 week, I'm sorry -- the month prior. The first week of the  
6 month prior.

7 Q Do you recall --

8 A Two, three weeks in advance.

9 Q Do you recall giving a affidavit, or written statement, to  
10 the NLRB about your charges in this case?

11 A No.

12 Q You gave a written statement, correct, to the NLRB?

13 A Yes.

14 Q And I'm going to -- this is the one -- you gave two of  
15 them actually. This one is dated May 5th, 2016, and I just  
16 want to read you from there and see -- see if you can comment  
17 on it. On page nine, line six it says, "On or about January  
18 19th, 2016, I received my February schedule from Coordinator  
19 Siddiqi. I was only assigned to 12 cases."

20 Is that accurate?

21 A The beginning of the -- yes.

22 Q Okay. And then it says, "I called him immediately and  
23 asked him why I was assigned so few cases."

24 A Yes.

25 Q And then it says, "I" -- in line nine it says, "I

1 continued to email Coordinator Siddiqi, almost daily with my  
2 availability."

3 A Yes.

4 Q And then on page 10 of your affidavit, line 13 you -- you  
5 said, "I have continued to get schedules with very few cases.  
6 In February of 2016, I did not work many more cases than what  
7 was assigned to me at the end of January."

8 Is that accurate?

9 A I think so.

10 Q Okay.

11 A If I'm not mistaken, in February I only worked 20 cases,  
12 and now that is because the month was short.

13 Q Okay. And when -- and working 20 cases that would be a  
14 combination of -- that's sessions, not days, correct?

15 A Say that again?

16 Q That -- 20 sessions is 20 sessions, not 20 days of work,  
17 right?

18 A That's right.

19 Q And that might be a combination of some half day sessions  
20 and some full day sessions?

21 A That's right.

22 Q Okay. And reading from your affidavit on page 11, line 3  
23 it says, "On March 31st, 2016, I received my April 2016  
24 schedule and I was only assigned to three cases for April."

25 Is that correct?

1 A That's correct.

2 Q So, you had to continue to email Mr. Siddiqi in order to  
3 get additional cases for the month of April?

4 A That's correct.

5 Q So, how was in September of 2016 when you said you got  
6 your -- your assignments -- I forgot the phrase you used, but  
7 it was something like "bits and pieces" or "in dribbles" or  
8 something like that --

9 A Drops.

10 Q Drops, okay. How was it different -- how was what  
11 happened in September different, in terms of the way your cases  
12 were assigned, different from what was happening in February,  
13 March, and April of 2016?

14 A Before we started working for Lion -- for SOSI we were  
15 working for Lionbridge, and we were used to getting our  
16 cases --

17 Q Okay -- okay, but I'm asking --

18 A Yes, sir --

19 Q -- but I'm asking you --

20 A -- I'm going there.

21 Q But I'm not talking about Lionbridge. I'm asking you  
22 specifically --

23 A That's right.

24 Q Hang on --

25 A Just the same way I got all my cases for December through



1 SOSI.

2 Q Okay, but --

3 A That was the first month I was a full assignment calendar.  
4 Then I got the threats. I only got 15 cases for January.

5 Q Right.

6 A I continued to think that I was still being punished.

7 Q Okay.

8 A February I got very few.

9 Q Okay.

10 A March, again, I got really few.

11 Q Okay.

12 A I'm not used to working like that. I'm used to getting my  
13 full schedule for the entire month, and they were giving me my  
14 cases dropper. I guess they needed people or they got me out  
15 of my punishment and they started giving me full load of cases  
16 until August.

17 Q So, what you're saying is what happened in August and  
18 September -- are you saying that that's essentially the same as  
19 what was happening to you in January, February, March, and  
20 April of 2016?

21 A What happen in January, yes. I would say September was  
22 the same thing all over again.

23 Q All right. Okay.

24 A After the argument with Siddiqi.

25 Q All right. And your argument with Mr. Siddiqi -- his

1 position throughout the emails and your telephone conversations  
2 was that he could not understand why you were insisting upon a  
3 travel rate of \$550 when in the past, you had accepted travel  
4 cases for your normal -- your regular local rate, correct?

5 A That' right.

6 Q And I know you gave your explanation, and I -- and I  
7 understand that, but that was the disagreement, right? The  
8 disagreement was you wanted -- you were insisting at this time,  
9 upon a travel rate of \$550, and he was saying that he would  
10 only give it to you for your local rate, correct?

11 A Correct --

12 Q Okay.

13 A -- but if --

14 Q You answered my question --

15 A Okay.

16 Q -- thank you. Now, you've testified you were offered a --  
17 you were actually offered and accepted a 30-day extension for  
18 the month of September 2016 of your contract, correct?

19 A Yes.

20 Q And in the month of September you received this RFQ,  
21 "Request For a Quote," in the documents that you had to upload  
22 and send back. And you ended up sending a letter to Mr. Iwicki  
23 that basically set forth what you would accept and what you  
24 would not accept, correct?

25 A Correct.

1 Q And did you have a conversation -- I can't remember. Did  
2 you have a conversation with anyone in which they told you that  
3 that was not acceptable?

4 A Not conversation, no.

5 Q Okay. Did you have a communication of some type in which  
6 you were told that? An email or a --

7 A Just an email where they were rejecting it, period.

8 Q Okay. Okay.

9 A Very simply.

10 Q Okay. Did you -- I take it you did not make any further  
11 proposal thereafter, correct?

12 A Proposal -- from them? I --

13 Q You made no modification in your proposal, right?

14 A Are you asking if I made any modification or if they make  
15 me --

16 Q This question is -- this question is did you make any  
17 further modification in your proposal?

18 A I did not make any further modifications, no.

19 Q So, even after -- but even after your extension expired or  
20 terminated at the end of September 2016, did you participate in  
21 some meetings with Mr. Martin Valencia?

22 A Yes.

23 Q And were those in person meetings or were they over the  
24 phone?

25 A In person.

1 Q And he had come to California in the month of October  
2 2016?

3 A Correct.

4 Q And I believe you participated in what, two meetings with  
5 Mr. Valencia?

6 A Two meetings.

7 Q Okay. And in those -- you were not the only interpreter  
8 who was present in those meetings, correct?

9 A No, I was not the only interpreter.

10 Q Okay. And in these two meetings, did the interpreters,  
11 whoever -- whoever was there, did you -- did you guys -- I'm  
12 going to say "you guys" just to refer to all of you. Did you  
13 -- did you explain to Mr. Valencia what your concerns or  
14 objections were?

15 A Oh, yeah.

16 Q And it's true that you made it clear that -- that -- as a  
17 group, that the interpreters were not -- that were there were  
18 not willing to accept anything less than what they had agreed  
19 to back on October or November of 2015?

20 A Correct.

21 Q Did he explain -- did Mr. Valencia explain to the group of  
22 interpreters that SOSI had been losing money on the contract  
23 with the Government?

24 A Correct.

25 Q And that they could not to agree to continue those kind of

1 rates that they had agreed to the year before?

2 A Correct.

3 Q Okay. And so when -- after those two meetings did you  
4 make any effort to reach out to -- not Mr. Valencia or anyone  
5 else at SOSI about working something out to continue to provide  
6 interpretation services for -- through SOSI?

7 A No. He took our concerns to upper management, as he said,  
8 and he was supposed to call us back and he never did.

9 Q Okay.

10 A You couldn't -- I couldn't say that he's appear because --

11 Q Okay.

12 A We were supposed to have a meeting in San Diego.

13 Q Did you try to call him at any time after that -- or email  
14 him or contact him in any fashion?

15 A I didn't try, no.

16 Q Okay.

17 MR. ROBERTS: One minute, Your Honor, just off the record.

18 JUDGE ROSAS: Sure.

19 MR. ROBERTS: I'm ready, Your Honor.

20 JUDGE ROSAS: Okay.

21 MR. ROBERTS: I have no further question.

22 JUDGE ROSAS: Okay. Any redirect?

23 MS. HADDAD: Yes, briefly, Your Honor.

24 **REDIRECT EXAMINATION**

25 Q BY MS. HADDAD: Ms. Rosas what -- in preparation for your

1 testimony here today, did you go over the number of cases that  
2 you worked for SOSI?

3 A Yes.

4 Q And did you -- what was the month that -- are you  
5 recalling these numbers from memory?

6 A Yes.

7 Q Are the number of cases that you worked accurately  
8 reflected by your COIs?

9 A Yes, I counted them.

10 Q Is -- from memory do you recall what month had the lowest  
11 number of cases that you worked?

12 A January.

13 Q Of what year?

14 A 2016.

15 Q And what month was the second lowest number of cases that  
16 you worked, if you recall?

17 A If I'm not mistaken, it was February and September.

18 Q Of what year?

19 A 2016.

20 Q Okay. There was some discussion on cross-examination  
21 about the disagreement you had over rates with Mr. Siddiqi.  
22 Would you have had this disagreement if Mr. Siddiqi had not  
23 taken away your August cases?

24 MR. ROBERTS: Objection.

25 JUDGE ROSAS: Sustained.

1 MR. ROBERTS: It's pure speculation.

2 MS. HADDAD: Okay.

3 Q BY MS. HADDAD: When Mr. Siddiqi assigned you cases to Los  
4 Angeles, had he just reassigned the cases you had been assigned  
5 to in Adelanto?

6 A Someone else, yes.

7 Q And what date did he reassign those cases, do you recall?

8 A The 26th of August, 2016.

9 Q And were you at the demonstration at the time that you  
10 received that email?

11 A Correct.

12 Q Now -- you also told -- I introduced an exhibit on direct,  
13 an email that you had sent to SOSI in mid December where you  
14 had told them you would only take cases in Los Angeles at your  
15 travel rate. Did anyone from SOSI, on that email, respond to  
16 that email, do you recall?

17 A Don't remember. I would have to see it.

18 Q There was no reply attached to that email, but do you  
19 recall whether anyone wrote back and said, "Absolutely not;" or  
20 anything like that?

21 A If -- no.

22 Q I'd like to refer you to your ICA which is GC Exhibit 162.  
23 Can you take it out of the stack?

24 A Okay.

25 Q Do you have a tax ID number for your sole proprietorship?

1 A Yes.

2 Q I'd like to refer you to page four of the ICA. This is  
3 redacted, so if you don't remember, I can get you an unredacted  
4 copy. This is provided by Respondent. Do you recall whether  
5 you used your Social Security number or your tax ID number?

6 A My Social Security number.

7 Q When you signed this document?

8 A Yes, I think so.

9 Q Okay.

10 MS. HADDAD: Your Honor, at this time, nothing further.

11 JUDGE ROSAS: Charging Party?

12 MS. BRADLEY: Just briefly, Your Honor.

13 JUDGE ROSAS: Okay.

14 **REDIRECT EXAMINATION**

15 Q BY MS. BRADLEY: Ms. Rosas, when you have been asked about  
16 this conversation with Mr. Saddiqi about receiving the travel  
17 rate, whether or not you would receive the travel rate for  
18 traveling to Los Angeles?

19 A That's right.

20 Q And why did you believe that you were entitled to the  
21 travel rate for those cases?

22 A We are confusing things here. There's -- there are two  
23 types of travel rates. The travel rate we are talk -- the  
24 travel rate we are talking about here is going a little bit  
25 more than more than 15 miles. It's my home base in LA, which



1 is 74 miles. I wouldn't work -- and this is the negotiating  
2 thing in the case that would that I wanted to clarify. If I  
3 were to travel to San Francisco, I'm not going to travel to San  
4 Francisco for 550. And that was the -- that was the  
5 negotiating word that we were supposed to use. We were to  
6 negotiate to go to San Francisco for a higher rate. Why?  
7 Because I would be flying; I would be leaving, probably a day  
8 in advance; coming, probably a day after, and who works so far  
9 away for 550?

10 Now, the 550 was, if it's not my home base, if they're  
11 sending me to LA and to San Diego, it would be the 550. That  
12 was the understanding. Since I did not accept to go to LA for  
13 the regular 425, I was being punished. I was told that I  
14 wasn't going to be paid that. So there's an email here that  
15 Ms. Haddad showed, where it had all the of the cases that I  
16 have worked for Haroon, in -- in Los Angeles, but I wanted to  
17 point out to you that, yes, I did work all of those cases, but  
18 if you notice, there are two or three in a month. In that a  
19 month. I needed to cover my week. So I made an arrangement  
20 with my babysitter for one day. That's why I -- I took the  
21 loss. Okay? I was being threatened that I wasn't going to be  
22 paid the 550, fine. I'll work just one day of a week. I lost  
23 my train of thought.

24 So why the argument here? The argument here with Mr.  
25 Haroon was because he was almost forcing me to work in LA the

1 entire week, some half a days. I'm going to be going to LA for  
2 \$200 and I'm going to pay my babysitter half of that?  
3 Gasoline, parking, and food, that would be loosey (sic), that's  
4 why, if he was not going to pay me the travel fare for the  
5 week, why would I come here?

6 That -- that is the reason why the argument. They needed  
7 to recognize that I needed to be paid the travel rate to LA.  
8 Did that answer your question?

9 Q Yes, ma'am.

10 A Thank you.

11 MS. BRADLEY: No further questions of this witness, Your  
12 Honor.

13 JUDGE ROSAS: Any follow up?

14 MR. ROBERTS: No.

15 JUDGE ROSAS: Okay. Ma'am, you're excused. Please do not  
16 discuss your testimony with anyone unless you're advised  
17 otherwise by counsel. Okay?

18 THE WITNESS: Yes.

19 JUDGE ROSAS: Thank you. Okay. Off the record.

20 (Off the record at 4:50 p.m.)

21 JUDGE ROSAS: Ready?

22 MS. HADDAD: Yes, Your Honor. General Counsel --

23 JUDGE ROSAS: Hold on. Hold on. Okay.

24 MS. HADDAD: General counsel calls Aracely Weiherer to the  
25 stand.

1 Whereupon,

2 **WARACERLY WEIHERER**

3 having been duly sworn, was called as a witness herein and was  
4 examined and testified as follows:

5 JUDGE ROSAS: All right. Please have a seat. Could you  
6 state and spell your name?

7 THE WITNESS: Waracely Weiherer, W-A-R-A-C-E-L-Y  
8 W-E-I-H-E-R-E-R.

9 JUDGE ROSAS: Okay. And provide us with an address.

10 THE WITNESS: 32735 Rose Tree Lane, Pearl Blossom,  
11 California, 93553.

12 JUDGE ROSAS: Okay.

13 MS. HADDAD: Thank you.

14 **DIRECT EXAMINATION**

15 Q BY MS. HADDAD: Ms. Weiherer, have you ever worked as an  
16 interpreter in the Executive Office of Immigration Review?

17 A Yes.

18 Q And when did you start performing interpretation services  
19 at EIOR?

20 A I started as a staff interpreter in 2001.

21 Q In -- in what court?

22 A In Lancaster, California.

23 Q And then were you a staff interpreter for the entire time  
24 that you worked at EIOR?

25 A For about eight to ten years.

- 1 Q And then when did you stop being a staff interpreter?
- 2 A I think it was in 2010, 2008 -- more or less, 2008, 2009.
- 3 Q Did you go back to work at EIOR?
- 4 A Yes, as freelance.
- 5 Q And so who did -- when did you go back, do you recall?
- 6 A I believe it was 2010.
- 7 Q And did you work with Lionbridge at the time?
- 8 A Yes.
- 9 Q What languages do you interpret?
- 10 A Spanish.
- 11 Q Did you also work for SOSI?
- 12 A Yes.
- 13 Q At what court did you work for SOSI?
- 14 A Lancaster and Adelanto, and sometimes Los Angeles, but
- 15 very rare.
- 16 Q Okay. And when did you stop working for SOSI?
- 17 A September -- October 30th of last year.
- 18 Q Do -- when you worked for SOSI did you work for any other
- 19 entities?
- 20 A I took a couple of assignments with another agency, but I
- 21 think there were only two an assignments total.
- 22 Q How many days a week did you work for SOSI, when you
- 23 worked for SOSI at EIOR?
- 24 A Usually, it was five, sometimes less.
- 25 Q Okay.

- 1 A But most of the time were five, four to five.
- 2 Q Was that your primary job?
- 3 A Yes.
- 4 Q Okay. And when you stated four to five, do -- did you
- 5 mean four to five days a week?
- 6 A Four to five days a week, yes.
- 7 Q Who was your coordinator while you worked at SOSI?
- 8 A Haroon Saddiqi.
- 9 Q And was he your primary contact with SOSI?
- 10 A Yes.
- 11 Q When you had issues with cases, who would you talk to?
- 12 A Haroon.
- 13 Q If you wanted to swap assignments, who would you tell?
- 14 A Haroon.
- 15 Q How do you communicate with Mr. Saddiqi?
- 16 A Via email and phone.
- 17 Q Did he give you his cellphone number?
- 18 A Yes, he did.
- 19 Q Did you receive an extension agreement on your contract
- 20 that was set to expire in August from SOSI?
- 21 A Yes, I did.
- 22 Q How long was that extension agreement for, do you recall?
- 23 A It was one -- one month.
- 24 Q Did you sign it?
- 25 A Yes.

1 Q Did you know -- were you aware that several interpreters  
2 demonstrated outside of EIOR on August 25th and August 26th of  
3 2016?

4 A Yes.

5 Q Did you attend those demonstrations?

6 A No.

7 Q Did anyone -- did anyone from SOSI reach out to you about  
8 those demonstrations?

9 A I don't remember.

10 Q Did anyone ask you to work, did anyone from SOSI, well --  
11 were you asked at all to work in Los Angeles, during -- on one  
12 of the days of the demonstrations?

13 A Yes.

14 Q And who asked you?

15 A Haroon.

16 Q Do you recall the date that he asked you to work in Los  
17 Angeles?

18 A It was the end of August, I don't remember the exact date.

19 Q Was it on the day of the demonstration?

20 A Yes.

21 Q Do you happen to recall if it was the first or second day  
22 of the demonstration?

23 A I think it was the first day.

24 Q Okay. I would like to show you what's been marked as GC  
25 Exhibit 191. And it's right on top there, so you can unhook

1 the clip. Please -- oh, there's multiple exhibits together, so  
2 if you take the clip off the top. And so the first stapled  
3 packet is what I'm looking at.

4 Could you take a look through these four or five pages?

5 A Yes.

6 Q Are -- do you recognize these?

7 A Yes.

8 Q These pictures? Are these screenshots from your phone?

9 A Yes.

10 Q And the name at the top of each says "Haroon cell". Is  
11 that the cellphone number that you knew of for Mr. Saddiqi?

12 A Yes.

13 Q Had you texted him at that number before?

14 A Yes.

15 Q Okay. Did you take screenshots and provide them to the  
16 Board as part of this investigation?

17 A Yes, I did.

18 Q I'd like to show you the first page, I know that there's  
19 no date on these first couple, or on the first page. The  
20 second -- the second page has a date for August 26, 2016.

21 On the first page, however, so for text messages to -- so  
22 were these text messages that you sent back and forth between  
23 you and Mr. Saddiqi?

24 A Yes.

25 Q And are your text messages -- the ones you sent, is the

1 little face on the right-hand side?

2 A Yes.

3 Q And is the ones that he sent on the left-hand side?

4 A Yes.

5 Q So in this first text message, did you send him that  
6 picture?

7 A Yes.

8 Q And what is it a picture of? Do you recall?

9 JUDGE ROSAS: Hold on. Before we get into the contents.  
10 Is there going to be an objection?

11 MR. ROBERTS: To the -- no. I mean, we -- we provided the  
12 same text messages.

13 JUDGE ROSAS: Any objections to admissibility? You're  
14 offering this, right?

15 MS. HADDAD: Yes, I am offering it.

16 MR. ROBERTS: No, no objection.

17 **(General Counsel Exhibit Number 191 Received into Evidence)**

18 JUDGE ROSAS: Okay. General Counsel 191 is in evidence.  
19 Go ahead.

20 MS. HADDAD: Thanks. Your Honor, can we just have one  
21 minute off the record.

22 Actually, I don't think you provided the response yet for  
23 paragraph 86 for the subpoena. That's why we prepared them  
24 like this, just as a --

25 JUDGE ROSAS: Well, I thought we provided that, but in any



1 event --

2 MS. HADDAD: Yeah.

3 MR. ROBERTS: In any event, we don't dispute it.

4 MS. HADDAD: Okay. Great.

5 Okay. We are fine to go back on the record, Your Honor.

6 Q BY MS. HADDAD: So did you respond -- was this text that  
7 you sent to Mr. Saddiqi in response to his question about  
8 whether you would work in Los Angeles?

9 A Yes.

10 Q And where did you get this picture from?

11 A I don't remember. I think it was from WhatsApp group.

12 Q And on that WhatsApp group, were there other interpreters  
13 on the WhatsApp group?

14 A Yes.

15 Q And how -- and were those other interpreters, interpreters  
16 that worked for SOSI at the time?

17 A Yes.

18 Q So was this your response to Mr. Saddiqi?

19 A Yes.

20 Q And then is Mr. Saddiqi's response under yours?

21 A Yes.

22 Q I'd like you to turn the page, please. Did you send this  
23 following response at 11:50 a.m. on this --

24 A Yes.

25 Q -- date? And then the response under that, is that yours

1 too?

2 A Yes.

3 Q Did he write back on August 26th, 2016?

4 A Yes.

5 Q Okay. I'd like you to turn the page again. And is it the  
6 same? Your responses are on the right and his are on the left?

7 A Yes.

8 Q Okay. And if you could please turn the page.

9 And is it the same, his responses are the faces on the  
10 left and yours are the little face on the right?

11 A Yes.

12 Q Okay. Great. And one more page, please. On this last  
13 page, did -- did Mr. Saddiqi send you this -- this text message  
14 on the same date that he sent you before?

15 A Yes.

16 Q And you said sent a picture down at the bottom, is that a  
17 picture outside of the EIOR?

18 A Yes.

19 Q Can you recognize the people in those pictures? I know  
20 it's a bad image.

21 A I believe it's Patricia's husband, Irma, and Fernando.

22 Q And is that Patricia Rivadeniera?

23 A Yes.

24 Q And is that Irma Rosas?

25 A Yes.

1 Q Ask is that Fernando Becirril?

2 A I think so.

3 Q Okay.

4 MS. HADDAD: Move to admit, she at one --

5 MR. ROBERTS: I think it's already admitted.

6 JUDGE ROSAS: It's already admitted.

7 MS. HADDAD: Okay. Thank you. Just a few more questions.

8 Q BY MS. HADDAD: Did -- I'd like to refer you to the next  
9 exhibit, which I've -- do you see Exhibit 192? Did you receive  
10 this email from SOSI?

11 A Yes.

12 Q On what date did you receive this email?

13 A I don't remember.

14 Q Okay. Is that your email address? Francesca93535@ --

15 A Yes.

16 Q -- Yahoo.com? It is?

17 A Yes.

18 Q Okay.

19 MS. HADDAD: Move to admit this into evidence.

20 MR. ROBERTS: No objection.

21 JUDGE ROSAS: It's 192?

22 MS. HADDAD: Yeah, 192, Your Honor.

23 JUDGE ROSAS: All right. 192 is received.

24 **(General Counsel Exhibit Number 192 Received into Evidence)**

25 Q BY MS. HADDAD: I'd like to show you with as been marked

1 as GC Exhibit 184. And it should already be up -- actually,  
2 the court reporter will give it to you because it's not in that  
3 group. I can just show my copy. Thanks.

4 Was this the new contract that SOSI was proposing for 2016  
5 and 2017?

6 A Yes.

7 Q I'd like to show you what's been marked as GC Exhibit 193,  
8 in that little stack I gave you, it should be the one that's  
9 next. Do you recognize these emails?

10 A Yes.

11 Q Did you respond that to -- did you send -- oh, I'd like to  
12 show you 194, it's the one underneath. Did you attach 194 to  
13 this email?

14 A Yes.

15 MS. HADDAD: Move to admit 193 and 194, Your Honor.

16 MR. ROBERTS: No objection.

17 JUDGE ROSAS: 193 and 194 received.

18 **(General Counsel Exhibit Numbers 193 and 194 Received into**  
19 **Evidence)**

20 Q BY MS. HADDAD: Did -- did anyone from SOSI ever offer you  
21 anything back in response to this letter?

22 A No.

23 Q When was your last day working for SOSI?

24 A I believe it was October 30 or the 29 of this year.

25 Q Of 2016?

1 A Yes.

2 Q Did you apply for unemployment?

3 A Yes, I did.

4 Q You were you successful?

5 A Yes.

6 MS. HADDAD: Move to admit -- oh, can you take a -- please  
7 take a look at GC Exhibit 195.

8 MR. ROBERTS: We'll stipulate that certain -- I mean, I  
9 object on the same basis, but --

10 MS. HADDAD: Okay.

11 MR. ROBERTS: -- you don't have --

12 MS. HADDAD: Sure.

13 MR. ROBERTS: -- to have her identify --

14 JUDGE ROSAS: The unemployment?

15 MS. HADDAD: Yes.

16 JUDGE ROSAS: Okay. Overruled. Same reason.

17 MS. HADDAD: Move to admit.

18 **(General Counsel Exhibit Number 195 Received into Evidence)**

19 JUDGE ROSAS: 195.

20 MS. HADDAD: Thank you so much, Your Honor, nothing  
21 further.

22 JUDGE ROSAS: Charging party?

23 MS. BRADLEY: Nothing from the Charging Party at this  
24 time, Your Honor.

25 JUDGE ROSAS: Cross?

1 MR. ROBERTS: No thanks.

2 JUDGE ROSAS: All right. Off the record.

3 (Off the record at 3:10 p.m.)

4 JUDGE ROSAS: Okay. On the record. Cross-examination  
5 respond?

6 MR. ROBERTS: I have no questions.

7 JUDGE ROSAS: Okay.

8 MS. HADDAD: No, nothing further from us, Your Honor.

9 JUDGE ROSAS: No, nothing? You forgot?

10 Just one question for you. On Exhibit 194, there's a  
11 reference to Franco cases, what's that?

12 THE WITNESS: Yes, Franco cases, those are cases from  
13 inmates that suffer the mental retardation.

14 JUDGE ROSAS: Okay. Thank you. All right, ma'am, do you  
15 not discuss your testimony with anyone until you've been  
16 advised otherwise that your case is closed.

17 Okay? Thanks. Off the record.

18 **(Whereupon, the hearing in the above-entitled matter was**  
19 **recessed at 3:18 p.m. until Friday, September 29, 2017 at 9:00**  
20 **a.m.)**

21

22

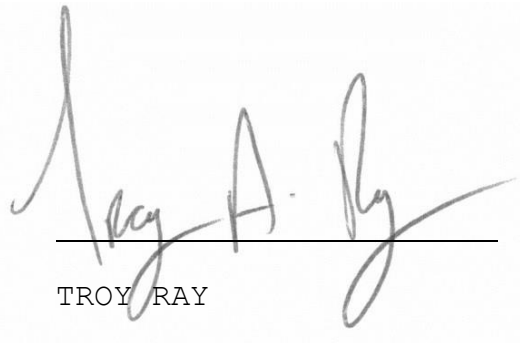
23

24

25

C E R T I F I C A T I O N

This is to certify that the attached proceedings before the National Labor Relations Board (NLRB), Region 21, Case Number 21-CA-178096, 21-CA-185345, 21-CA-187995, SOS International, LLC and Pacific Media Workers Guild Communications Workers of America, Local 39521, AFL-CIO, at the National Labor Relations Board, Region 21, 888 South Figueroa Street, Room 901, Los Angeles, California 90012, on Thursday, September 28, 2017, 9:03 a.m. was held according to the record, and that this is the original, complete, and true and accurate transcript that has been compared to the reporting or recording, accomplished at the hearing, that the exhibit files have been checked for completeness and no exhibits received in evidence or in the rejected exhibit files are missing.

A handwritten signature in black ink, appearing to read "Troy A. Ray", is written over a horizontal line.

TROY RAY

Official Reporter

OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

REGION 21

In the Matter of:

SOS International, LLC,

Case Nos. 21-CA-178096

21-CA-185345

and

21-CA-187995

Pacific Media Workers Guild  
Communications Workers of  
America, Local 39521,  
AFL-CIO.

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Place: Los Angeles, California

Dates: September 29, 2017

Pages: 900 through 978

Volume: 5

OFFICIAL REPORTERS

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E-Reporting and E-Transcription  
7227 North 16th Street, Suite 207  
Phoenix, AZ 85020  
(602) 263-0885



UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 21

In the Matter of:

SOS INTERNATIONAL, LLC,

and

PACIFIC MEDIA WORKERS GUILD  
COMMUNICATIONS WORKERS OF  
AMERICA, LOCAL 39521,  
AFL-CIO.

Case Nos. 21-CA-178096  
21-CA-185345  
21-CA-187995

The above-entitled matter came on for hearing, pursuant to notice, before **MICHAEL A. ROSAS**, Administrative Law Judge, at the National Labor Relations Board, Region 21, 888 South Figueroa Street, Room 901, Los Angeles, California 90012, on **Friday, September 29, 2017, 8:18 a.m.**

**A P P E A R A N C E S**

**On behalf of the General Counsel:**

**LARA HADDAD, ESQ.**

**BRYAN LOPEZ, ESQ.**

**PHUONG DO, ESQ.**

NATIONAL LABOR RELATIONS BOARD - REGION 21  
888 South Figueroa Street, Room 901  
Los Angeles, CA 90012

**On behalf of the Respondent:**

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**On behalf of the Charging Party:**

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Tel. 510-625-9700

I N D E X

<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>VOIR DIRE</u>
Marlar Swe	905	963			

E X H I B I T S

	<u>EXHIBIT</u>	<u>IDENTIFIED</u>	<u>IN EVIDENCE</u>
4	<b>General Counsel:</b>		
5	GC-196	906	907
6	GC-197	908	908
7	GC-198	917	917
8	GC-199	921	923
9	GC-200	921	923
10	GC-201	925	928
11	GC-202	925	928
12	GC-203	928	930
13	GC-204	930	931
14	GC-205	931	934
15	GC-206	935	936
16	GC-207	937	938
17	GC-208	938	939
18	GC-209	940	941
19	GC-210	941	943
20	GC-211	943	944
21	GC-212	944	945
22	GC-213	944	945
23	GC-214	946	948
24	GC-215	948	951
25	GC-216	949	951

E X H I B I T S (Continued)

<u>EXHIBIT</u>	<u>IDENTIFIED</u>	<u>IN EVIDENCE</u>
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**General Counsel:**

GC-217	950	951
GC-218	955	958
GC-219	961	961
GC-220	961	961

1                                    P R O C E E D I N G S

2            JUDGE ROSAS: All right. On the record.

3            Counsel for the General Counsel?

4            MR. DO: Phuong Do. I'm going to be entering my appearance  
5 for counsel as a -- as a counsel for the General Counsel.

6            JUDGE ROSAS: Welcome to the fray.

7            MR. DO: Thank you. General for the -- counsel for the  
8 General Counsel is going to call their witness, Ms. Marla Sway  
9 (sic).

10           JUDGE ROSAS: Okay. Okay. Please raise your right hand.  
11 Whereupon,

12                                    MARLAR SWE

13 having been duly sworn, was called as a witness herein and was  
14 examined and testified as follows:

15           JUDGE ROSAS: All right. Please have a seat.

16           State and spell your name.

17           THE WITNESS: Marlar Swe, M-A-R-L-A-R, S-W-E.

18           JUDGE ROSAS: And your address.

19           THE WITNESS: 4260 Via Arbolata, Unit 226, Los Angeles,  
20 California, 90042.

21           JUDGE ROSAS: Okay.

22                                    DIRECT EXAMINATION

23    Q    BY MR. DO: Good morning, Ms. Swe.

24    A    Good morning.

25    Q    So let's begin. Have you ever worked as an interpreter at

1 the Executive Office of Immigration Review, also known as EOIR?

2 A Yes.

3 Q And when did you start performance interpretation services  
4 at EOIR?

5 A Around about 2007 or 2008.

6 Q Who did you work for when you first start performance  
7 interpretation services at EOIR in 2007?

8 A Lionbridge.

9 Q And have you worked for any other company other than  
10 Lionbridge to provide interpretation services for EOIR?

11 A No, other than SOSI.

12 Q Okay. And when did you begin working for SOSI?

13 A In -- it was the end of 2015.

14 Q Okay. And are you currently still working for SOSI?

15 A Yes.

16 Q What language do you interpret?

17 A Burmese to English.

18 Q Okay.

19 MR. DO: I'm marking as -- General Counsel Exhibit 196.

20 **(General Counsel Exhibit Number 196 Marked for Identification)**

21 Q BY MR. DO: And that should be in front of you. Ms. Swe,  
22 do you recognize this document?

23 A Yes.

24 Q What is it?

25 A It's a contract -- independent contractor agreement.

1 Q Okay. Let me draw your attention to paragraph three,  
2 which is the period of performance.

3 A Okay.

4 Q Is this the first contract that signed with SOSI?

5 A Yes.

6 Q And did you ever submit -- do you recall ever submitting a  
7 signed version of this document?

8 A I may have.

9 Q Okay. And has there been an extension or modification of  
10 this contract?

11 A Yes.

12 Q Okay. And we'll address those a little later.

13 MR. DO: I'm marking for identification GC Exhibit 197.

14 JUDGE ROSAS: Are you offering -- or do you want --

15 MR. DO: Yes.

16 JUDGE ROSAS: -- hold off?

17 MR. DO: I'll move for its admission, Your Honor.

18 MR. ROBERTS: No objection.

19 JUDGE ROSAS: All right. 196 is received.

20 **(General Counsel Exhibit Number 196 Received into Evidence)**

21 Q BY MR. DO: Do you recognize these documents that are in  
22 front of you?

23 MR. ROBERTS: And we'll stipulate that --

24 THE WITNESS: Yeah.

25 MR. ROBERTS: -- those are her COIs, 197.



1 JUDGE ROSAS: 197?

2 MR. ROBERTS: No objection.

3 JUDGE ROSAS: All right. That's --

4 MR. DO: Okay.

5 JUDGE ROSAS: -- as we've been doing it without the case.

6 MR. DO: Right. That's my understanding.

7 JUDGE ROSAS: Okay.

8 MR. DO: So I offer them into evidence.

9 MR. ROBERTS: No objection.

10 JUDGE ROSAS: Okay. COIs.

11 **(General Counsel Exhibit Number 197 Received into Evidence)**

12 Q BY MR. DO: And so just one quick question to the -- on  
13 these documents. Do these -- the COI reflect the work that you  
14 completed for SOSI?

15 A Yes.

16 Q Okay. What are the qualifications for you to perform  
17 interpretation services?

18 A I have to be conversant from English to Burmese and  
19 Burmese to English.

20 Q In total, how many years have you been an interpreter?

21 A I have -- I started working as an interpreter way back in  
22 1986 while in Singapore.

23 Q And what -- what kind of interpretation services did you  
24 do in Singapore?

25 A I have done interpretation at superior courts, high

1 courts, immigration court and civil courts.

2 Q Okay. And when did you begin to do interpretation work in  
3 the U.S.?

4 A 2007, maybe 2008.

5 Q Were you required to have any specific qualifications to  
6 perform interpretation services at EOIR?

7 A Not that I'm aware of.

8 Q Do you recall if you were ever tested or certified to  
9 interpret in Burmese?

10 A Yes. When I started working with Lionbridge.

11 Q Okay. And what -- what did that test involve?

12 A They test me for consecutive mode, or simultaneous mode,  
13 side translation and face-to-face questionnaires.

14 Q And just to be clear for the record, can you describe what  
15 simultaneous interpretation, consecutive interpretation, sign  
16 (sic) interpretation --

17 A Simultaneous is you started talking as soon as the judge  
18 starts to talk and you interpret simultaneously with the judge.

19 Q Okay.

20 A And consecutive is when you ask questions and answer. I  
21 listen to the questions and then I ask the questions and I --  
22 when I get the answers back, I interpret it into English.

23 Q And do you recall what was the format of this test? Was  
24 it a multiple choice test, was it a verbal test?

25 A It was verbal.

1 Q Okay. And how was it conducted?

2 A Over the phone.

3 Q Okay. How did you first hear about SOSI?

4 A I received an email sometime in 2015 stating that EOIR has  
5 won a contract -- sorry -- SOSI has won a contract with EOIR,  
6 that if I do want to continue working with EOIR as an  
7 interpreter to join the board.

8 Q Okay. Do you recall when you received that email?

9 A I must say sometime towards the end of the year of 2015.

10 Q Okay. When you got this email, did you reach out to  
11 anyone from SOSI?

12 A No.

13 Q Okay. How did you first begin working with SOSI?

14 A I then decided to join SOSI. So I believe I sent in an  
15 email stating that I'm interesting in joining SOSI to be an  
16 interpreter for the EOIR court.

17 Q And did they reply to you?

18 A Yes, they did.

19 Q Do you -- do you recall ever sending an in application to  
20 SOSI?

21 A I believe so.

22 Q Okay. So when did you first start work with EOIR under  
23 SOSI?

24 A In 2015, towards the end of the year.

25 Q And since December of 2015, or the end of 2015, when EOIR

1 courts in the U.S. have you worked at?

2 A United States. Every state that there's an assignment --

3 Q Okay.

4 A -- I was sent to do and also in downtown L.A., immigration  
5 courts.

6 Q Okay. So which one -- do you have courts that are local  
7 to you that would be considered your local courts?

8 A Yes. The one on Olive Street and the one on Los Angeles  
9 Street.

10 Q And can you give some example of nonlocal courts or the  
11 courts that you have traveled to?

12 A It will be an assignment given to other states for EOIR  
13 cases.

14 Q Okay. Can you give me any cities?

15 A I've been to New York, Atlanta, Georgia, Texas, Arizona,  
16 Colorado and a bunch more.

17 Q Are you paid differently based on whether you work at the  
18 local courts or while you're traveling?

19 A Yes.

20 Q Okay. For -- for cases that you handle locally for SOSI,  
21 how are you paid?

22 A Direct deposit.

23 Q Okay. Is there -- what kind of rate are you paid?

24 A Right now I'm getting 225 for a half day and 425 for a  
25 full day.

1 Q And is this the rate that you initially started with when  
2 you started with SOSI?

3 A No.

4 Q What was the rate that you first started with?

5 A 130 and 260.

6 Q And -- and is the 130 the half-day rate?

7 A Correct.

8 Q What about the 260?

9 A For a full-day rate.

10 Q Okay. What was your understanding of what rate would --  
11 should you be paid if you work past four hours on a half-day  
12 rate?

13 A It will have to be a full-day rate.

14 Q Were there any ways for you to make more money when you  
15 were working a half-day rate while at the EOIR courts?

16 A No.

17 Q Okay. And were you, in fact, paid a full-day rate when  
18 you worked past four hours?

19 A Yes.

20 Q While you're working in local EOIR courts, have you ever  
21 worked more than eight hours?

22 A No.

23 Q Okay. You previously -- you testified that you take on  
24 travel cases. Who assigns you travel cases?

25 A The coordinators.

1 Q Is there a specific coordinator that you work with?

2 A No. There's different coordinators for every region.

3 Q Are there particular EOIR courts that you travel more --  
4 regularly to?

5 A New York and Texas.

6 Q Okay. And what kind of rate are you paid when you  
7 travel -- when you take on travel cases?

8 A It depends on which state I was sent to.

9 Q Are your -- when you're traveling are your rates dependent  
10 a half day or a full day?

11 A No.

12 Q So is it a flat rate?

13 A Correct.

14 Q And who sets this rate?

15 A It is in our via email when they send me an assignment.  
16 The rate is already included in the assignment of what I will  
17 be getting paid for.

18 Q Who's "they?"

19 A The coordinators.

20 Q Okay. So you do not propose the first rate for a travel  
21 assignment?

22 A No.

23 Q Okay. When you -- when you receive a proposed rate from  
24 SOSI, can -- do you negotiate those proposed rates?

25 A Sometimes, yes.

1 Q And how many times has that occurred?

2 A Maybe once or twice.

3 Q And have SOSI ever accepted a different proposed rate than  
4 what they initially offered you?

5 A No.

6 Q How many hours do you have to work when you are traveling  
7 to receive your full flat rate?

8 A It's a flat rate, so it doesn't really matter.

9 Q Okay. Did you get paid a flat -- did you get paid a  
10 flat -- okay.

11 Did your travel rate vary because of any incidental costs,  
12 such as food or gas?

13 A No.

14 Q When you traveled for SOSI, did SOSI cover the costs of  
15 your airfare?

16 A Yes.

17 Q Did they cover the cost of your hotel?

18 A Yes.

19 Q Did they cover the cost of car rentals that you needed?

20 A Yes.

21 Q Did they ever cover the cost of ground transportation if  
22 they weren't providing you with a rental car?

23 A I'm sorry.

24 Q Ground transportation, for example?

25 A No.

1 Q Okay. Does SOSI cover the cost of your parking at the  
2 EOIR courts when you're traveling?

3 A No.

4 Q Do they cover the cost of tolls?

5 A No.

6 Q Does SOSI cover the cost of your food?

7 A No.

8 Q Does SOSI cover the cost of a GPS if you need to drive?

9 A No.

10 Q Does SOSI cover the cost of your gas?

11 A No.

12 Q Okay. And for airfare, hotel and rentals, which you  
13 mentioned they cover, did you book or pay for these things  
14 yourself?

15 A No.

16 Q Did SOSI do them for you?

17 A Yes.

18 Q Okay. And then for the items that you mentioned that they  
19 didn't cover, including tolls, parking, food costs, gas, did  
20 you pay for these things yourself?

21 A Yes.

22 Q And have you ever -- are you reimbursed for these costs?

23 A When I first started working for SOSI for a couple of  
24 months, yes.

25 Q Okay. And -- okay. So let me draw you to an example. If



1     you look at GC Exhibit 197 looking at -- drawing your attention  
2     to page 21 --

3     A     Yes.

4           MR. DO: And just for the record, the numbers on these were  
5     added by me.

6           THE WITNESS: Okay.

7     Q     BY MR. DO: Do you see in the upper right-hand corner  
8     there is a notation regarding rates?

9     A     Yes.

10    Q     Do you recognize this notation?

11    A     Yes.

12    Q     Is it you who wrote in this notation?

13    A     Yes.

14    Q     So on this particular COI, which is dated April 14, you  
15    wrote in travel -- 2016, you wrote in, "Travel expense:  
16    \$37.53," is this an example of a time when SOSI paid you?

17    A     Yes.

18    Q     Okay. How many times has SOSI paid you for these  
19    incidental costs? For example, gas, travel, tolls, parking?

20    A     The first couple of months only --

21    Q     Okay.

22    A     -- when I first started, since 2015.

23    Q     Okay. Since they have -- have they -- or do they still  
24    reimburse you for these costs?

25    A     No.

1 Q Have you asked them to reimburse you for these costs?

2 A Yes.

3 Q And do you recall what was their response?

4 A "SOSI does not provide gas, toll nor GPS."

5 Q Okay.

6 MR. DO: Let me introduce for identification GC-198, which  
7 is a multipage email, three pages long.

8 **(General Counsel Exhibit Number 198 Marked for Identification)**

9 Q BY MR. DO: Ms. Swe, do you recognize this chain of email?

10 A Yes.

11 Q What is it?

12 A It was a very recent assignment that -- when I went to  
13 Tucson, Arizona.

14 Q Okay. Was -- so the first email -- or the first email in  
15 this chain is September 26, 2017. Is this around the time when  
16 you received this email?

17 A Yes.

18 MR. ROBERTS: We'll stipulate these in.

19 MR. DO: Okay. I'm going to offer them into evidence.

20 MR. ROBERTS: No objection.

21 JUDGE ROSAS: Okay. GC-198 is received.

22 **(General Counsel Exhibit Number 198 Received into Evidence)**

23 Q BY MR. DO: Do you recall this was your most recent  
24 request for reimbursement from SOSI?

25 A Yes.

1 Q What were you asking to be reimbursed?

2 A The -- to be gas to be reimbursed.

3 Q And do you recall why you were asking for gas to be  
4 reimbursed on this case?

5 A Because on this case I had to driver about 200 miles round  
6 trip.

7 Q Where was SOSI flying in in this case?

8 A I was flown to Phoenix and from Phoenix I had to drive to  
9 Tucson.

10 Q Okay. When you travel -- when you're traveling for SOSI,  
11 how do you receive your itinerary? In other words, how do you  
12 receive your ticket or your hotel plans?

13 A Via email.

14 Q Did -- and normally when you're traveling for SOSI, when  
15 do you arrive at a destination city?

16 A A day prior to the assignment case.

17 Q And why do you travel to the destination a day in advance?

18 A SOSI sendd (sic) me there.

19 Q And when do you normally travel back to L.A.?

20 A After the case is done.

21 Q Is -- same day, the following day?

22 A Sometimes the same day, sometimes the next day.

23 Q Okay. Are you paid for the time that you travel to and  
24 from the destination?

25 A No.

1 Q Have you ever received travel assignments in the same city  
2 but are not on consecutive days? In other words, have you ever  
3 received an assignment that have gap days in between?

4 A Yes.

5 Q How often does this happen?

6 A Once or twice during my time at SOSI.

7 Q Okay. And are you paid for the gap days?

8 A No.

9 Q Were you ever given the option to fly back home instead of  
10 staying in the destination city during a gap day?

11 A No.

12 Q When you're at a destination during a gap day, could you  
13 solicit or schedule other work?

14 A No.

15 Q Have you -- have you ever asked to be flown home during a  
16 gap day?

17 A No.

18 Q Okay. You said that some of your cases can end pretty  
19 early. When that occurred, do you recall if you are released  
20 early by the courts?

21 A Yes.

22 Q And how many times has that happened?

23 A Maybe, two, three times.

24 Q Okay. And when you are released early on a travel case,  
25 have you ever -- does SOSI fly you back early?

1 A No.

2 Q Have you ever asked?

3 A Yes.

4 Q And can you -- when -- when -- what was the most --  
5 recalling the most vivid example that you have, what happened?

6 A That was in 2016. I was in Atlanta, Georgia. The case  
7 finished around about 10:00 in the morning and my return flight  
8 is not until 6:00 in the evening.

9 Q Okay.

10 A So when the case finishes, I call my coordinator to ask  
11 whether I could, you know, return back home because my case is  
12 over. She said -- my coordinator says that I can do so but the  
13 expenses have to be borne by me. Such as the fare difference,  
14 the rates. Everything has to be borne by me because SOSI  
15 thinks that's my convenience.

16 Q Who was the coordinator at the time?

17 A Dan Steinhelper I believe.

18 Q Okay. Did you check with the airline how much it would  
19 cost to fly you back?

20 A I did.

21 Q And did you end up flying back early that time?

22 A No.

23 Q Okay. And why not?

24 A Because it was over \$200.

25 Q Okay.

1 MR. DO: I'm marking for identification GC Exhibit 199,  
2 which is a two-page email. And then at the same time I'm also  
3 going to be marking for identification GC Exhibit 200, which is  
4 a multipage document that is I believe 58 page -- yes, 58 pages  
5 long.

6 **(General Counsel Exhibit Number 199 and 200 Marked for**  
7 **Identification)**

8 Q BY MR. DO: Ms. Swe, do you recognize -- looking at 199,  
9 do you recognize this email?

10 A Yes.

11 Q What is this email?

12 A It's an independent contractor agreement.

13 Q Okay. And the date from the email is October 4, 2015. Is  
14 this around the time when you received this email?

15 A It sounds about right, yes.

16 Q Okay. Do you -- do you recall -- to the best of your --  
17 do you know who Phyllis Anderson is?

18 A No.

19 Q Do you know what her job title is?

20 A No.

21 Q I'm drawing your attention to page 2 of this email. Who  
22 signed this email?

23 A I believe it must be that person who sends me an email.

24 Q Right. So --

25 A It would be Phyllis J. Anderson.

1 Q Okay. Does Phyllis -- Phyllis Anderson work for SOSI?

2 MR. ROBERTS: We'll stipulate she's the Human Resource  
3 Manager for SOSI.

4 MR. DO: Okay. I'll move on.

5 Q BY MR. DO: And then let me ask you regarding page -- GC  
6 Exhibit 200, if you can just briefly look through this series  
7 of the documents?

8 Do you recognize these documents?

9 A Yes.

10 Q What are they?

11 A They are some list of languages and some contract  
12 agreements and some --

13 Q Let me draw --

14 A -- code of ethics.

15 Q Okay. Let me draw your attention to Exhibit 199 again.  
16 Looking at the top area where it says, "attachments." And  
17 concurrently let me draw your attention back to also GC  
18 Exhibit 196, which is the first contract. Looking at the list  
19 of attachment at the top of 199, is the -- is GC-96 and GC  
20 Exhibit 200 the documents that were attached to this email?

21 A I believe so.

22 Q Okay.

23 MR. DO: I'm going to move for the admission of GC  
24 Exhibit 199 and 200.

25 MR. ROBERTS: No objection.

1 JUDGE ROSAS: 190 -- 199 and 200 are received.

2 **(General Counsel Exhibit Number 199 and 200 Received into**  
3 **Evidence)**

4 Q BY MR. DO: Let's first look at GC Exhibit 196. Do you  
5 recall what format was this document sent to you? Was it a  
6 Word document, was it a PDF?

7 A I believe it's PDF.

8 Q To the best of your recollection, could you edit this  
9 agreement?

10 A No.

11 Q Did you negotiate any terms of this agreement before you  
12 sent it in to SOSI?

13 A No.

14 Q Did you ever receive any assignment under this first  
15 agreement and the terms of September 2015 to August 2016?

16 A I believe so.

17 Q Okay. And what was the rate that you were paid under this  
18 agreement?

19 A For travel assignments, it varies.

20 Q Okay.

21 A And for local assignments at that time, if I remember  
22 correctly, it was \$130 for a half day.

23 Q Okay. So, just to be clear, this is -- this agreement,  
24 does it set out your travel rates?

25 A No. Travel rates were never told in advance.



1 Q Okay. And let me draw your attention to the exhibit which  
2 is GC 200. So drawing your attention to page 34 to page 54 --

3 A Yes.

4 Q -- do you recognize this?

5 A Yes.

6 Q Do you -- do you recall -- let me draw your attention to  
7 page -- I believe page 54. Did you ever submit a signed  
8 version of this document to SOSI?

9 A I believe so.

10 Q Okay. And what -- to the best of your recollection, what  
11 format was this code of ethics sent to you?

12 A All in PDF.

13 Q Okay. To the best of your recollection, could you edit  
14 it?

15 A No.

16 Q And did you negotiate any of the terms of this code of  
17 ethics before you signed it?

18 A No.

19 Q And let me draw your attention to page 9 and 10 of GC  
20 Exhibit 200. Do you -- do you recall signing this, the pages 9  
21 and 10, and submitting it to SOSI?

22 A I believe so.

23 Q Okay. To the best of your recollection, could you edit  
24 this document before you sent it back in to them?

25 A No.

1 Q Let me draw your attention to page 11 and 12, which above  
2 is called Exhibit 3. Do you recall receiving this document?

3 A Yes.

4 Q Do you recall sign -- signing it and sending it in to  
5 SOSI?

6 A I believe so.

7 Q And do you recall if you could edit this dock.

8 A No.

9 Q And then let me call your attention to page 33, which is  
10 the confidentiality agreement for contractor employees. Do you  
11 recall receiving this?

12 A Yes.

13 Q Did you submit a signed version to SOSI?

14 A I believe so.

15 Q And, to the best of your recollection, could you edit this  
16 document before you sent it back to SOSI?

17 A No.

18 Q And drawing your attention to GC Exhibit 199, which is the  
19 email from Phyllis Anderson, do you recall if you submitted all  
20 the documents that was requested in this email?

21 A Yes, I believe so.

22 MR. DO: I'm going to be marking for identification GC  
23 Exhibit 201 and GC Exhibit 202. 201 being a one-page email and  
24 202 being an eight-page agreement -- or, my apologies, an 11-  
25 page agreement.

1       **(General Counsel Exhibit Number 201 and 202 Marked for**  
2       **Identification)**

3       Q     BY MR. DO: Looking first at GC Exhibit 201, do you  
4       recognize this email?

5       A     Yes.

6       Q     Is March 30th around the -- 2016 around the time when you  
7       received this document?

8       A     Possible, yes.

9       Q     Okay. And let me draw your attention to the top where it  
10      says, "attachment." Do you see that?

11      A     Yes.

12      Q     Do you recall -- do you recall if GC Exhibit 202 was the  
13      attachment that was in that email?

14      A     I believe so.

15      Q     Okay. So drawing your attention to paragraph two of  
16      Exhibit 202, do you see the terms of the agreement?

17      A     Yes.

18      Q     And what are the effective dates of this agreement?

19      A     A commencement date is on the 30th of March, 2016.

20      Q     Do you recall how this agreement came to be?

21      A     I'm sorry?

22      Q     Do you recall what was the change between this agreement  
23      and your first agreement?

24      A     I believe it's an extension. I believe.

25      Q     Let me draw your attention to page 8 of the document, of

1 GC Exhibit 202. Do you see any change to your rates relative  
2 to your first contract?

3 A Yes.

4 Q How did -- why -- why was this change made?

5 A After I started working for a couple of months with SOSI,  
6 I found out that the other people's rate were different from  
7 mine. Mine is way low. So I asked one of the coordinators to  
8 have it changed so that we would be on the same page and get  
9 paid equally.

10 Q Who were the other people?

11 A A person from SOSI. I believe I spoke to a person by the  
12 name of Juan something. Something. Yeah.

13 Q So that -- those are the other people that you found out  
14 about your rate being low from?

15 A No. I found out from other interpreters when I went to  
16 Los Angeles court.

17 Q Oh, okay. So then who is Juan?

18 A An employee from SOSI.

19 Q Okay. Do you know his job title?

20 A No.

21 Q Okay. And when you made -- did Juan tell you what he  
22 would do about your request?

23 A When I told him that my rate was way low than other  
24 people, he told me that he wasn't even aware of it and he told  
25 me that, of course, he would change it and amend it so that

1 I'll be on the same page with all interpreters.

2 Q Okay. And is GC-202 the change, the amended change for  
3 your higher rate?

4 A Yes.

5 MR. DO: I'm moving for the admission of GC Exhibit 201 and  
6 GC Exhibit 202.

7 MR. ROBERTS: No objection.

8 JUDGE ROSAS: General Counsel's 201 and 202 are received.

9 **(General Counsel Exhibit Number 201 and 202 Received into**  
10 **Evidence)**

11 Q BY MR. DO: To the best of your recollection, did Juan  
12 reject -- did Juan push back at all to your request for a  
13 higher rate?

14 A No.

15 Q Other than the wait -- the wage rate, did you attempt to  
16 negotiate any other terms of your contract?

17 A No.

18 Q Did you think you could?

19 A I do not believe so.

20 Q And why not?

21 A Because I've never heard anybody are asking for the  
22 changes and I don't think I can change it at all, so I never  
23 asked.

24 Q Okay.

25 MR. DO: I'm marking for identification as GC Exhibit 203,

1 which is a two-page email.

2 **(General Counsel Exhibit Number 203 Marked for Identification)**

3 Q BY MR. DO: Do you recognize this email, Ms. Swe?

4 A Yes.

5 Q What is it?

6 A It's an extension of my current contract.

7 Q The email is dated August 24, 2016. Is this around the  
8 time when you received this email?

9 A Yes.

10 Q I'm drawing your attention to page 2 of the document --  
11 well, actually, I would draw that question.

12 I'm drawing your attention to page 2 of the document. Do  
13 you see a little icon at the bottom and next to it says,  
14 "Frequently asked question?"

15 A Yes.

16 Q Do you recall if there was a hyperlink?

17 A I believe so.

18 Q Okay. Do you recall where it went?

19 A I have no clue.

20 Q Okay. Do you recall if it was an -- an internal SOSI  
21 system? Was it an external SOSI system?

22 A I believe we were asked to send it to a particular link  
23 that says Egnyte or something that we have to send back our  
24 signed forms.

25 Q Okay. So you had to submit documents through this Egnyte

1 system?

2 A Correct.

3 Q And did this Egnyte system, when you submitted documents,  
4 did it send anything back to you via email or any other method?

5 A No. We just have a note immediately after that,  
6 "Received." That's about it.

7 Q Okay. Do you recall if you submitted the document as  
8 requested in this extension?

9 A I believe so, yes.

10 Q Okay.

11 MR. DO: At this time let me introduce for -- I'll move for  
12 the admission of GC Exhibit 203.

13 MR. ROBERTS: No objection.

14 JUDGE ROSAS: General Counsel's 203's received.

15 **(General Counsel Exhibit Number 203 Received into Evidence)**

16 MR. DO: At this time I'd like to mark for identification  
17 GC Exhibit 204.

18 **(General Counsel Exhibit Number 204 Marked for Identification)**

19 MR. DO: And this is a document two-page document with the  
20 first page being an email and the second page being an  
21 attachment.

22 Q BY MR. DO: Do you recognize this document?

23 A Yes.

24 Q What are they?

25 A It's a modification of the extension.

1 Q And the email is dated September 8, 2016. Is this around  
2 the time when you received the email?

3 A Yes.

4 Q Is the -- do you recall -- look at page 2 of the document,  
5 do you recall if this was the signed document that you  
6 submitted?

7 A I believe so.

8 Q And you submitted this through Egnyte?

9 A Correct.

10 Q Okay. Do you recall during this extension if the Company  
11 gave you -- what option did the Company give you for your  
12 extension?

13 A The SOSI gave us two options, whether I would like to go  
14 with hourly rate or I would like to stay at the same terms and  
15 conditions.

16 Q And do you recall which option you chose?

17 A I chose the second one, the same terms and conditions.

18 Q Did attempt to negotiate any of the terms of your contract  
19 when you chose the option to -- to keep your same term and  
20 condition?

21 A No.

22 MR. DO: I'm going to move for the admission of 204.

23 MR. ROBERTS: No objection.

24 JUDGE ROSAS: 204 is received.

25 **(General Counsel Exhibit Number 204 Received into Evidence)**



1 Q BY MR. DO: Let me ask you, how did you learn about the  
2 two options that the Employer was offering you?

3 A When SOSI sent us the folder, it was shown on the folder  
4 that we can either choose this option or the other option.

5 Q Okay. And what you mean the folder, you're talking about  
6 the link that was in the -- GC Exhibit 203?

7 A That comes in the link. Correct.

8 Q Okay.

9 MR. DO: Okay. I'm going to introduce for identification  
10 as GC Exhibit 205, which is a multipage email chain. That is  
11 four pages long.

12 **(General Counsel Exhibit Number 205 Marked for Identification)**

13 Q BY MR. DO: Ms. Swe, do you recognize this chain of email?

14 A Yes.

15 Q What is this chain of email about?

16 A It's another extension of my -- current -- the current  
17 contract.

18 Q I'm drawing your attention to page 3 of the exhibit. This  
19 looks like, again, another email that was sent on November 18,  
20 2016. Is this around the time when you received this email?

21 A Yes.

22 Q I'm looking at the bottom of that page. Do you -- who  
23 signed this email?

24 A I believe it's Jessica Hatchette.

25 Q Do you know if Jessica Hatchette works for SOSI?

1 A When we receive letters from -- or email from her she says  
2 she's a -- she has the logo underneath her signature.

3 Q Okay. What -- what is that logo?

4 A SOSI --

5 MR. ROBERTS: We'll stipulate --

6 THE WITNESS: -- logo.

7 MR. ROBERTS: -- that she's a representative of SOSI.

8 MR. DO: Thank you. All right. I will move on.

9 Q BY MR. DO: Let me draw your attention to page 4 of this  
10 exhibit. Again, there is a little icon and  
11 texas@rfqcanonspanish. Is this again another link?

12 A Yes.

13 Q And did it go through the same internal system as your  
14 previous -- as the previous email?

15 A Yes.

16 Q Okay. Do you recall what option SOSI was offering you for  
17 this extension?

18 A The same two options. Either I chose the option one,  
19 which will be hourly rate, or option two, to stay with the  
20 current rates and terms and conditions.

21 Q Do you recall which option you chose?

22 A I chose the same term and condition.

23 Q And did you negotiate any of the terms and conditions when  
24 you chose the option, that option?

25 A No.

1 Q Let me draw your attention to your -- I believe page 2 of  
2 the document. So the email actually starts on page 1, which is  
3 the email that you sent on November 21st, 2016?

4 A Yes.

5 Q Do you recall if you asked for an extension for submission  
6 of this document?

7 A Yes.

8 Q Do you recall why?

9 A Because I was supposed to go on an assignment and I might  
10 not be able to do before I leave.

11 Q And this -- to the best of your recollection, did SOSI  
12 give you the extension?

13 A No.

14 Q So when did you have to submit these documents by?

15 A By the deadline that was given to me.

16 Q And do you recall when that was?

17 A According to the email, yes, I can see that.

18 Q Okay. And what is that date?

19 A It says, "Documents need to be submitted by Friday, the  
20 25th." I'm not sure whether it's in November.

21 Q Okay.

22 MR. DO: I'm going to move for the admission of GC  
23 Exhibit 205.

24 MR. ROBERTS: No objection.

25 JUDGE ROSAS: 205 is received.

1       **(General Counsel Exhibit Number 205 Received into Evidence)**

2           MR. DO: I'm going to introduce for identification GC  
3 Exhibit 206.

4       **(General Counsel Exhibit Number 206 Marked for Identification)**

5       Q     BY MR. DO: Ms. Swe, do you recognize this email?

6       A     Yes.

7       Q     And what is -- what are these email about?

8       A     Another contract extension.

9       Q     In this email, the first email, which is the one dated  
10 December 25th, is this -- 2016, is around the time when you  
11 received this email?

12      A     Yes.

13      Q     Do you recall what options the Employer were offering  
14 you --

15      A     The same --

16      Q     -- to the best of your recollection?

17      A     The same two options. Either go by hourly rate or go by  
18 the same terms and conditions.

19      Q     And which -- again, which I'm option did you choose?

20      A     I chose the one that says the same terms and conditions.

21      Q     Okay. And, to the best of your recollection, did you sign  
22 anything to execute that option?

23      A     I believe so.

24      Q     I'm drawing your attention to your second -- the second  
25 email in this chain, so on page 1, dated December 25th, 2016.

1 Do you see that email?

2 A Yes.

3 Q Is that what you sent in?

4 A Yes.

5 Q Did you attempt to negotiate any term of your contract  
6 when you chose the option?

7 A No.

8 Q Briefly let me draw your attention to page 2 of the  
9 document. Do you -- do you see the part where there's an  
10 indication of rates?

11 A Yes.

12 Q Are these the rates that SOSI was offering you if you  
13 chose -- if you went to the hourly contract?

14 A Yes.

15 Q To your understanding, what rate would you have been paid  
16 had you chosen the option to switch to an hourly contract?

17 A It would have been under the uncommon language rate.

18 Q Do you -- do you believe that you could have offered SOSI  
19 a lower rate than \$50 for the hourly contract?

20 A I'm not sure. I didn't chose (sic) that option.

21 Q Okay.

22 MR. DO: I'm going to move for the admission of GC  
23 Exhibit 206.

24 MR. ROBERTS: No objection.

25 JUDGE ROSAS: 206 is received.

1       **(General Counsel Exhibit Number 206 Received into Evidence)**

2           MR. DO: I'm introducing for -- marking for identification  
3 GC Exhibit 207, which is a multipage email. Again, two pages  
4 long.

5       **(General Counsel Exhibit Number 207 Marked for Identification)**

6       Q     BY MR. DO: Ms. Swe, do you recognize this document?

7       A     Yes.

8       Q     What is this email about?

9       A     Another extension of the contract.

10      Q     And did you receive it around April of 2017?

11      A     Yes.

12      Q     Were you given -- did the -- did SOSI give you different  
13 options for the extension of this -- for this extension in  
14 April of 2017?

15      A     No.

16      Q     Do you recall if you signed anything to extend your  
17 contract?

18      A     If I needed to, yes, maybe I did.

19      Q     Well, to the best of your recollection, around April of  
20 2017, when you exercised -- when you -- when your contract was  
21 extended per this email, did you sign anything?

22      A     I'm not sure.

23      Q     Okay. Do you recall if you attempted to negotiate any of  
24 the terms of your agreement during -- for this extension?

25      A     Not the terms, no.

1 Q Were you given the opportunity to?

2 A No.

3 Q Just to be clear, did -- during this extension, was there  
4 any indication there would be -- were -- were there any talk  
5 about your travel rates?

6 A No.

7 Q Okay. Did any of your previous extension address -- had  
8 any talk about your travel rates?

9 A No.

10 Q Okay.

11 MR. DO: I'm going to move for the admission of GC-207.

12 MR. ROBERTS: No objection.

13 JUDGE ROSAS: 207's received.

14 **(General Counsel Exhibit Number 207 Received into Evidence)**

15 MR. DO: So moving away from the contract a little bit, I'm  
16 going to mark for identification GC-208.

17 **(General Counsel Exhibit Number 208 Marked for Identification)**

18 Q BY MR. DO: Before we address -- do you recall what this  
19 email is about?

20 A Yes.

21 Q What -- what is this chain of email about?

22 A It is an email from my coordinator for an assignment to go  
23 to Buffalo.

24 Q And -- and that's Buffalo, New York; is that correct?

25 A Correct.

1 Q And who was the coordinator for this particular --

2 A Ehsan Hussaini.

3 Q Okay. How much was SOSI offering to take this assignment?

4 A Six hundred.

5 Q Is this the -- is this the rate that you normally get  
6 offered to --

7 A No.

8 Q -- travel? What is the rate that you are normally offered  
9 to travel to Buffalo?

10 A 700.

11 Q Okay. Did you accept this job?

12 A No.

13 Q Okay.

14 MR. DO: I'm going to move for the admission of GC-208.

15 MR. ROBERTS: No objection.

16 JUDGE ROSAS: 208's received.

17 **(General Counsel Exhibit Number 208 Received into Evidence)**

18 Q BY MR. DO: One additional question on GC-208. Do you  
19 recall if you turned down any other cases from SOSI, travel  
20 cases from SOSI in 2017 prior to this assignment?

21 A I'm sorry?

22 Q Did you turn down any other cases, any travel cases from  
23 SOSI before this Buffalo assignment?

24 A Or if the rates are lower than what I was normally paid,  
25 yes, I would have.



1 Q Did that occur before May 2017?

2 A I'm not 100 percent sure whether it's before or after.

3 Q Okay. And that's fine.

4 Ms. Swe, how much are you normally offered to travel to the  
5 East Coast?

6 A 700.

7 Q And how long have you been -- to the best of your  
8 recollection, how long have you been offered that rate to  
9 travel to the East Coast?

10 A Ever since I started working with SOSI. Around about  
11 2000 -- starting from around 2016.

12 Q Okay.

13 MR. DO: I'm going to mark for identification GC-209, which  
14 is again a multipage email, three pages long.

15 **(General Counsel Exhibit Number 209 Marked for Identification)**

16 Q BY MR. DO: Looking through this chain of email, do you  
17 recognize it?

18 A Yes.

19 Q What is this chain of email about?

20 A It's an assignment to go to Baltimore from Leidy Gonzalez,  
21 the coordinator.

22 Q And do you -- the first email here from Leidy is dated  
23 June 27, 2017. Is this around the time when you received this  
24 assignment?

25 A Yes.

1 Q How much was SOSI offering you to take this assignment?

2 A \$500.

3 Q Is this the rate that you expected to receive?

4 A No.

5 Q How much were you expect -- how much did you expect to  
6 receive for this assignment?

7 A My normal rate of \$700.

8 Q Okay. Did you accept this assignment?

9 A No.

10 Q Okay.

11 MR. DO: I'm moving for the admission of GC-209.

12 MR. ROBERTS: No objection.

13 JUDGE ROSAS: 209 is received.

14 **(General Counsel Exhibit Number 209 Received into Evidence)**

15 MR. DO: I'm going to mark for identification GC-2010 --  
16 210, which is a multipage document. Again, an email. Five  
17 pages long.

18 **(General Counsel Exhibit Number 210 Marked for Identification)**

19 Q BY MR. DO: Looking through this document, do you  
20 recognize this chain of email?

21 A Yes.

22 Q What are they?

23 A It's an assignment given to me by coordinator Ehsan  
24 Hussaini to go to New York City.

25 Q And how much were they offering to take on this

1 assignment?

2 A \$475.

3 Q And let me -- the first email from Ehsan was dated  
4 August 27 -- August 3, 2017. Is this around the time when you  
5 received this email?

6 A Yes.

7 Q Okay. How much are -- is \$475 what you're normally  
8 offered to travel to New York City?

9 A No.

10 Q How much are you normally offered to travel to New York  
11 City?

12 A \$700.

13 Q Okay. Did you try to negotiate the -- this -- the rate  
14 for this assignment with SOSI?

15 A I did.

16 Q What -- what did you offer?

17 A \$600.

18 Q And did SOSI accept?

19 A No.

20 Q Did you end up working for this assignment for 475?

21 A No.

22 Q Okay.

23 MR. DO: I'm moving for the admission of GC-2010 -- 210.

24 Sorry.

25 MR. ROBERTS: No objection.

1 JUDGE ROSAS: 210's received.

2 **(General Counsel Exhibit Number 210 Received into Evidence)**

3 MR. DO: I'm going to mark at this time for identification  
4 GC-211.

5 **(General Counsel Exhibit Number 211 Marked for Identification)**

6 Q BY MR. DO: Ms. Swe, do you recognize what this email is?

7 A Yes.

8 Q What is this email?

9 A It's an email from the Vice President I believe from SOSI.

10 Q Who's -- and who are -- who is the Vice President that  
11 you're referring to?

12 A According to the email, it says Steven Iwicki.

13 Q Okay. The -- the email, dated July 10, 2017. Is this  
14 around the time when you received this email?

15 A It sounds about right, yes.

16 Q So drawing your attention to page 2 of this email, the  
17 second bullet point that starts with, "Three rates category  
18 based on level of experience." Do you see that?

19 A Yes.

20 Q To the best of your recollection, is this the first time  
21 that SOSI indicated there will be different pay rates based on  
22 certification?

23 A Yes.

24 Q Okay.

25 MR. DO: I'm going to move for the admission of GC

1 Exhibit 211.

2 MR. ROBERTS: No objection.

3 JUDGE ROSAS: 211's received.

4 **(General Counsel Exhibit Number 211 Received into Evidence)**

5 MR. DO: I'm going to mark for identification as GC-212.

6 **(General Counsel Exhibit Number 212 Marked for Identification)**

7 Q BY MR. DO: Ms. Swe, do you recognize this multipage  
8 email, which is three pages long?

9 A Yes.

10 Q What is this email?

11 A Another extension of the contract.

12 Q The email is dated July 20th, 2017. Is this around the  
13 time when you received this email?

14 A Yes.

15 Q Let me draw attention -- your attention to page 3 of this  
16 email. There is a little icon on the bottom next to the text,  
17 "1B/Mont6." Do you recall if this was a hyperlink?

18 A Yes.

19 Q Okay.

20 MR. DO: I'm going to mark for identification as GC-213 at  
21 this time, which is another set of documents. It is 26 pages  
22 long.

23 **(General Counsel Exhibit Number 213 Marked for Identification)**

24 Q BY MR. DO: Briefly look -- can you briefly skim through  
25 these documents?

1 A Yeah.

2 Q Ms. Swe, do you recognize these documents?

3 A Yes.

4 Q What are they?

5 A It's a modification of the independent contractor.

6 Q Do you recall if these documents were in the link in the  
7 email that is marked as GC-212?

8 A I believe so.

9 Q And so drawing your attention first to page 1 and 2 of  
10 this document, for this extension did -- did SOSI give you  
11 options that you can choose to extend your contract?

12 A Yes. The two options, I were to go by hourly rate or to  
13 stay on the same rate.

14 Q Is page 1 and 2 of this agreement, of GC-213, those two  
15 options?

16 A I believe so.

17 Q Okay.

18 MR. DO: At this time I'm going to move for the admission  
19 of GC-212 and 213.

20 MR. ROBERTS: No objection.

21 JUDGE ROSAS: 212 and 213 are received.

22 **(General Counsel Exhibit Number 212 and 213 Received into**  
23 **Evidence)**

24 Q BY MR. DO: I am going to draw your attention to -- there  
25 we go -- page 10 of GC-213. Do you see the chart that

1 indicates maximum rates?

2 A Yes.

3 Q Ms. Swe, do you have any federal, state -- or, first, let  
4 me ask you this: Do you know what NAJIT is?

5 A No.

6 Q Okay. So do you have any certification from NAJIT?

7 A No.

8 Q Do you have any federal or state certification?

9 A No.

10 Q Okay. Do you recall ultimately which option you chose for  
11 this extension?

12 A I chose the option B that allows me to stay on the current  
13 agreement.

14 Q And how do you communicate this -- when you exercised this  
15 option, did you -- did you try -- did you add or clarify any  
16 additional terms?

17 A No.

18 Q Okay.

19 MR. DO: Let me mark for identification as GC-114 -- 214.  
20 My apologies.

21 **(General Counsel Exhibit Number 214 Marked for Identification)**

22 Q BY MR. DO: Ms. Swe, do you recognize this document?

23 A Yes.

24 Q Drawing your attention to the bottom of the document,  
25 specifically next to, "sign." Is that your signature?

- 1 A Yes.
- 2 Q And do you see it's dated August 2 -- 2nd, 2017?
- 3 A Yes.
- 4 Q Is this around the time when you signed it?
- 5 A Yes.
- 6 Q What is this document?
- 7 A It's my proposal rates for travel --
- 8 Q And --
- 9 A -- assignments.
- 10 Q -- who did you submit this to?
- 11 A To Jessica Hatchette, and when I submit my signed
- 12 extension.
- 13 Q And are you referring to the extension that was initiated
- 14 with GC Exhibit 212 with that email?
- 15 A Yes.
- 16 Q Okay. Why did you submit this document to SOSI?
- 17 A Because SOSI started to offer rates which is way, way low
- 18 than what I was normally getting. So I proposed the new rates
- 19 that I would like to receive.
- 20 Q And when you're saying -- when you're referring to SOSI
- 21 offering you lower rates, were those the offer that we
- 22 discussed regarding Buffalo and New York and Baltimore?
- 23 A Yes.
- 24 Q Okay. Did you also -- beyond just your -- your flat
- 25 travel rates, did you request additional reimbursement?



1 A I tried.

2 Q Okay. And is that also a part of GC-214?

3 A Yes.

4 MR. DO: At this time I'm going to move for admission of  
5 GC-214.

6 MR. ROBERTS: No objection.

7 JUDGE ROSAS: 214 is received.

8 **(General Counsel Exhibit Number 214 Received into Evidence)**

9 Q BY MR. DO: What were you trying to achieve in submitting  
10 GC-214 to SOSI?

11 A I would like to be reimbursed for the gas for -- parking  
12 because I used the rental car for business, for -- under SOSI's  
13 business and to get my normal rate, because there was the rate  
14 that I agreed upon, that I extended my contracts with the same  
15 rates and terms and conditions.

16 MR. DO: Okay. I'm going to mark for identification at  
17 this time GC-215, which is a five-page string of emails.

18 **(General Counsel Exhibit Number 215 Marked for Identification)**

19 Q BY MR. DO: Ms. Swe, do you recognize this chain of email?

20 A Yes.

21 Q What is this chain of email?

22 A It's an email that I received, respond -- that I responded  
23 back from Stephen Kissinger I believe.

24 Q Do you know who Stephen Kissinger is?

25 A No.

1 Q Do you know if Stephen Kissinger works for SOSI?

2 A I believe so.

3 Q Okay. I'm drawing your attention to page -- well, first,  
4 let me ask you this: The last email in the string is dated  
5 August 4, 2017. Were these emails sent around that time?

6 A Yes.

7 Q Okay. And then let me draw your attention to page 2 and  
8 3. And this is really just to draw your attention to the  
9 August 3, 2017 email which began on page 2 --

10 A Okay.

11 Q -- but is largely located in page 3.

12 A Yes.

13 Q Do you recognize this email?

14 A Yes.

15 Q Did SOSI accept the attachment that you sent to them for  
16 your extension?

17 A No.

18 Q So ultimate --

19 MR. DO: Well, before that, let me introduce -- mark for  
20 identification GC-216, which is a multipage email, three pages  
21 long.

22 **(General Counsel Exhibit Number 216 Marked for Identification)**

23 Q BY MR. DO: Do you recognize this set -- chain of email?

24 A Yes.

25 Q Did you -- the last email in this chain is dated August 30

1 of 2017. Is this around when you received this email?

2 A On which page are you? In 216?

3 Q Yes, GC Exhibit 216.

4 A Okay. Yes.

5 Q Again, did -- looking at this chain of email, did the --  
6 did SOSI accept your attachment to your extension?

7 A No.

8 Q Did you request -- you requested them to send you  
9 anything?

10 A I request to have a counter -- for me to have the  
11 knowledge how much rate I'm going to be getting for travel  
12 cases.

13 Q Did they ultimately send you any counter?

14 A No.

15 MR. DO: I'm going to mark for identification as GC-217.

16 **(General Counsel Exhibit Number 217 Marked for Identification)**

17 Q BY MR. DO: Do you recognize GC Exhibit 217?

18 A Yes.

19 Q What is this?

20 A Another extension of the contract.

21 Q So let me call -- draw your attention back to GC-216. On  
22 page 3, do you see the icon with the words "Unilateral Mod,  
23 9.1/228"?

24 A Yes.

25 Q Do you recall that was a hyperlink?

1 A Yes.

2 Q And do you recall if GC-217 was the document inside that  
3 hyperlink?

4 A Correct.

5 Q Drawing your attention to page 2 of GC-217. Did you sign  
6 this modification?

7 A I'm not sure.

8 Q Is that your signature?

9 A 217?

10 Q 217, yes.

11 A There's no signature of mine.

12 Q Okay.

13 JUDGE ROSAS: Let me see them.

14 He's referring you to this --

15 THE WITNESS: That's not my signature.

16 MR. DO: Okay.

17 I'm going to move for the admission of GC-215 through 217.

18 MR. ROBERTS: No objection.

19 JUDGE ROSAS: 216 and 217 are received.

20 **(General Counsel Exhibit Number 216 and 217 Received into**  
21 **Evidence)**

22 MR. DO: I'm also -- move for the admission of 215.

23 MR. ROBERTS: No objection.

24 JUDGE ROSAS: 215 is received.

25 **(General Counsel Exhibit Number 215 Received into Evidence)**

1 MR. DO: Okay.

2 Q BY MR. DO: So with this unilateral modification, did the  
3 Employer accept any of the terms that you proposed in your  
4 attachment?

5 A No.

6 Q Regarding -- based on this experience, did you think that  
7 you could negotiate any of the terms of your contract with  
8 SOSI?

9 A I don't believe so.

10 Q Could you negotiate your travel rates?

11 A I have done it.

12 Q And did it succeed?

13 A No.

14 Q Could you ask for increased reimbursement?

15 A I asked for the counter; I haven't got it yet.

16 Q Okay. Before we move any further, let me draw you  
17 attention back to GC Exhibit 208. Okay. I'm going to draw you  
18 attention to page 1 of the document, which is an email dated  
19 May 23rd, 2017, from Ehsan Hussaini.

20 A Correct.

21 Q In this email, there's a reference to standardized rates.  
22 Did SOSI ever tell you what the standardized rates for  
23 travelling to New York were?

24 A No.

25 Q And do any of your contracts speak to what is the

1 standardized rates for your travel?

2 A No.

3 Q Okay. Since you started working for SOSI in 2015, do you  
4 have a business entity that you work under?

5 A No.

6 Q Did you perform interpretation services at EOIR courts  
7 under any business entity other than SOSI?

8 A No.

9 Q When you worked for SOSI, did you work for any other  
10 entity?

11 A Yes.

12 Q And what are those entities?

13 A I worked with LanguageLine, TransPerfect, and some small  
14 agencies.

15 Q Okay. How often in a month -- before May 2017, how often  
16 did you work -- how many assignments on average did you get  
17 from SOSI?

18 A Every month, it'll be anywhere from three to six  
19 assignments.

20 Q Okay.

21 A Maybe two to five, three to six.

22 Q And so during -- prior to May 2017 when you worked for  
23 SOSI with those the average number of cases, has SOSI been you  
24 -- was SOSI your primary source of income during that time?

25 A It was.

1 Q Could you give us a percentage of how much SOSI  
2 represented in terms of your earnings for the year, how much  
3 SOSI would have represented?

4 A Maybe 85.

5 Q While working for SOSI and the EOIR courts, were you  
6 allowed to solicit business?

7 A No.

8 Q Why not?

9 A I believe it was in the contract.

10 Q Let me draw your attention to GC-200, on page 12.

11 A 200, you said? Okay.

12 Q You know what? I'll just withdraw that question. When  
13 you're at EOIR courts, are you allowed to distribute your  
14 business cards?

15 A No.

16 Q Were you -- when you were at EOIR courts for SOSI, were  
17 you allowed to have conversation with the attorneys you met, or  
18 the respondent, or anybody in the courtroom?

19 A No.

20 Q Normally, how far in advance did you receive an assignment  
21 from SOSI?

22 A About one week, sometimes two weeks.

23 Q Okay. Have you ever received an assignment shorter than  
24 one week?

25 A Yeah. Yes.

1 Q Okay. What's the shortest notice you ever received from  
2 SOSI?

3 A Three days.

4 Q Okay. In general, when you receive an assignment from  
5 SOSI, before could confirming it, could you deny -- could you  
6 turn down the assignment?

7 A Yes.

8 Q You previously testified that on average, before May 2017,  
9 you worked on average two to three cases. After you May 2017  
10 rejection of the Buffalo assignment, did you notice a change in  
11 how many assignments you were being offered?

12 A Yes.

13 Q From May 23rd, 2017, to August 31st, 2017, do you recall  
14 how many travel assignments were you offered by SOSI?

15 A Maybe two, maybe three.

16 Q Did you work any of those offers?

17 A No.

18 Q And why not?

19 A Because the rates were unacceptable.

20 Q Okay. After you accept a case, can SOSI de-assign you  
21 from a case?

22 A They have done that.

23 MR. DO: I'm going to mark for identification as GC-218.

24 And this is a three-page chain of email.

25 **(General Counsel Exhibit Number 218 Marked for Identification)**



- 1 Q BY MR. DO: Ms. Swe, do you recognize this chain of email?
- 2 A Yes.
- 3 Q What is this chain of email about?
- 4 A It was an assignment to go to Colorado.
- 5 Q And do you remember what was the rate being offered for
- 6 this assignment?
- 7 A 600 dollars.
- 8 Q Is this the normal rate you would get -- that you would
- 9 normally be offered to go to Colorado?
- 10 A Sounds about right, yes.
- 11 Q Did you accept this assignment?
- 12 A I did.
- 13 Q Did you work the assignment?
- 14 A No.
- 15 Q Why did you not work the assignment?
- 16 A Because the coordinator de-assigned me from this
- 17 assignment.
- 18 A Who was the coordinator?
- 19 A Phil Nueva.
- 20 Q So when you say he de-assigned you from the assignment, do
- 21 you recall what specifically happened?
- 22 A He sent me an email saying that the case has been
- 23 cancelled.
- 24 Q To the best of your recollection, was this case cancelled?
- 25 A It was not.

1 Q How do you know that?

2 A I found out by calling a 1-800 number to find out whether  
3 those -- the COIs is still going to be -- you know, have a case  
4 still on, and I found out it was still on.

5 Q Is this -- do you remember if this 1-800 number is a SOSI  
6 number?

7 A I don't know. I don't believe so.

8 Q Do you know who this 1-800 number belonged to?

9 A I believe it's DOJ.

10 Q Okay. Do you know if someone else worked this case?

11 A It might have.

12 Q Drawing your attention to page 1 of the document, an email  
13 dated June 28, 2017, from Phil Nueva. Reading that email to  
14 yourself, are you aware if another interpreter worked this  
15 assignment?

16 A I believe so.

17 Q Was that you?

18 A No.

19 Q Okay. What was the reason that you were to explain why  
20 you didn't work this assignment?

21 A When I asked the coordinator why I was de-assigned when,  
22 in fact, the case was not cancelled, he informed me that they  
23 are hiring new interpreters and they were asked to use the new  
24 interpreters who were still under evaluation.

25 Q What is evaluation?

1 A I really don't -- maybe they are testing them how good  
2 they are, how efficient they are.

3 Q Okay. Were you paid for this Aurora case?

4 A No.

5 MR. DO: I'm going to move for the admission of GC Exhibit  
6 218.

7 MR. ROBERTS: No objection.

8 JUDGE ROSAS: 218 is received.

9 **(General Counsel Exhibit Number 218 Received into Evidence)**

10 Q BY MR. DO: When a case is cancelled by EOIR, do you  
11 receive any kind of notification that a case has been  
12 cancelled, other than from SOSI?

13 A Yes.

14 Q What does that -- in what form is that notification?

15 A The DOJ sends us an email.

16 Q For this Aurora case, did you receive a notification from  
17 DOJ?

18 A No.

19 Q Is there any instance where -- or any circumstances where  
20 you would be paid for a case if SOSI de-assigned you or  
21 cancelled a case?

22 A If it is cancelled within 24 hours, yes.

23 Q And if a case is cancelled within 24 hours, how much --  
24 what rate would you be paid?

25 A The agreed-to rate.

- 1 Q Has this ever happened to you?
- 2 A Yes.
- 3 Q Could you subcontract your assignment to someone else?
- 4 A No.
- 5 Q Have you ever swapped another case with another
- 6 interpreter?
- 7 A No.
- 8 Q What happened if you backed out of a case?
- 9 A If you have a valid reason, I guess it would be OK'd by
- 10 the coordinator.
- 11 Q Okay. For the days that you accepted work with SOSI, do
- 12 you ever schedule work with other clients?
- 13 A No.
- 14 Q Why not?
- 15 A Because SOSI was my top priority, my main income.
- 16 Q Okay. How far in advance of a case did you need to get to
- 17 the EOIR courts?
- 18 A At least half an hour to one hour.
- 19 Q And why do you get there that early?
- 20 A SOSI asked us to be there early.
- 21 Q Were you paid for the time that you got there -- when you
- 22 were -- when you arrive early to the EOIR courts?
- 23 A No.
- 24 Q How far in advance to the start of your assignment were
- 25 you supposed to get your COI stamped?

1 A The court clerk would sign those half an hour prior to the  
2 case.

3 Q Are you required to have it stamped half an hour before a  
4 case?

5 A It's the court clerk who says that they won't sign until  
6 it's half an hour prior.

7 Q Okay. How soon after submitting your certificate of  
8 interpretation were SOSI supposed to pay you?

9 A 30 days from the day I submitted.

10 Q And who told you that?

11 A It was an email received -- I received back from SOSI  
12 after I submitted the COI.

13 Q Okay. Has SOSI ever been late in paying you?

14 A Yes.

15 Q And when was that?

16 A When they first took over, that SOSI took over.

17 Q And how long did that last?

18 A A couple of months.

19 Q Do you remember roughly what year this was?

20 A Early 2016.

21 Q Okay. Do you recall if they gave you a reason for why  
22 they were late in paying you?

23 A I believe our void stubs were lost somewhere, that we had  
24 to resubmit the new void stubs, pay stubs -- the checks.

25 Q Okay. So you're referring to the check that you would

1 submit for the --

2 A Correct, to have a direct deposit.

3 Q Okay.

4 MR. DO: I'm going to introduce for identification GC-219.

5 **(General Counsel Exhibit Number 219 Marked for Identification)**

6 Q BY MR. DO: Drawing you attention to page 2, do you  
7 recognize this document?

8 A Yes.

9 Q What is this document?

10 A It's an email sent to us stating that it's come to the pay  
11 stub from SOSI.

12 Q Okay.

13 MR. DO: I'm going to move for the admission of GC-219.

14 MR. ROBERTS: No objection.

15 JUDGE ROSAS: 219 is received.

16 **(General Counsel Exhibit Number 219 Received into Evidence)**

17 MR. DO: I'm going to mark for identification as GC-220.

18 **(General Counsel Exhibit Number 220 Marked for Identification)**

19 Q BY MR. DO: It's right in front of you, ma'am. Is this  
20 your SOSI badge?

21 A It is.

22 MR. DO: I'm going to move for the admission of 220.

23 MR. ROBERTS: No objection.

24 JUDGE ROSAS: 220 is received.

25 **(General Counsel Exhibit Number 220 Received into Evidence)**

1 Q BY MR. DO: In this picture, your badge is worn -- it's  
2 attached to a lanyard. Is this the lanyard that you wear when  
3 you're at EOIR courts?

4 A Yes.

5 Q Who provided you with this lanyard?

6 A SOSI.

7 Q How often were you in contact with SOSI coordinators?

8 A Not unless I have a court assigned -- a case assigned.

9 Q If you had any issues -- for example, if you were afraid  
10 that you might be running late or an emergency -- or an issue  
11 regarding a case -- who would you contact?

12 A The coordinators who assigned you for that case.

13 Q Did you contact DOJ at all?

14 A No.

15 Q Were you permitted to talk to anyone while you were at  
16 EOIR courts, other than the judge?

17 A No.

18 MR. DO: Okay. No further questions, Your Honor.

19 JUDGE ROSAS: Charging Party?

20 MS. BRADLEY: No questions from the Charging Party.

21 JUDGE ROSAS: All right. Cross?

22 MR. ROBERTS: Briefly.

23 MS. BRADLEY: But Your Honor, could we take a brief  
24 restroom break?

25 JUDGE ROSAS: Do you have any questions?

1 MS. BRADLEY: I don't, no.

2 JUDGE ROSAS: We were going to take one right now, anyway.

3 MS. BRADLEY: All right.

4 JUDGE ROSAS: Off the record.

5 (Off the record at 9:30 a.m.)

6 **CROSS-EXAMINATION**

7 Q BY MR. ROBERTS: Good morning, Ms. Swe. How are you?

8 A Good morning. I'm good.

9 Q I want to -- just a few questions, then -- I'm first going  
10 to ask you to look at General Counsel Exhibit 208. You should  
11 have that in front of you as an email, a two-page email. It  
12 kind of concerns the case in Buffalo where you were offered 600  
13 -- was offered less than your 700 dollar rate that you had  
14 previously received. Do you have that in front of you?

15 A Yes.

16 Q And my question is really about -- on the first page, the  
17 top email that says, "Thank you, Ehsan, but I had to pass. I  
18 was just offered 700 dollars to cover a case in PA" -- that's  
19 Pennsylvania, I assume? PA? Is that correct?

20 A Correct.

21 Q You were offered by who 700 dollars?

22 A Another coordinator.

23 Q Okay. So you -- for the same day that --

24 A No, for a different case.

25 Q Okay. So the point you were making was that he was only



1 offering 600, and you'd been offered 700 dollars by someone  
2 else?

3 A He was offering 475, I believe.

4 Q Well, it --

5 A Oh, 600, yes.

6 Q Wasn't that 600?

7 A He was offering 600.

8 Q Okay.

9 A So I told him that I was offered 700 to go to another  
10 state by another coordinator.

11 Q Okay. If you could now look at General Counsel's Exhibit  
12 197? This is your stack of COIs. And I want you to go to page  
13 17. And this is -- page 16 is a date in February, and page 17  
14 is a date -- the first date in March -- well, it's March 7th,  
15 actually, but I believe these appear to be in order. So it  
16 appears -- you have that in front of you at this point?

17 A Yes.

18 Q Okay. So it appears that you had an assignment on March  
19 -- your first assignment in March of 2016 -- for SOSI was on  
20 March 7th; is that correct?

21 A I'm sorry?

22 A Your first assignment for SOSI in March of 2016 was on  
23 March the 7th of 2016?

24 A I'm not sure whether that's the first assignment, but this  
25 is one of the assignments.

1 Q Okay. Well, if you'll look at pages 17, 18, 19, and 20 --  
2 and I haven't gone through all of them, but they appear to be  
3 in order. It looks like you worked in March on March 7th,  
4 March 14th, March 21, and March 29. And if there's others that  
5 are in here, then they'll reflect that, but is that typical  
6 that there might be a week in between your assignments?

7 A There could be.

8 Q And you had said that you worked -- I believe you said  
9 prior to May of 2017, you typically worked two to six cases in  
10 a month; is that right?

11 A Correct.

12 Q Okay. So my question -- so it looks like on March 7th,  
13 you worked in Dallas, Texas, and your hearing was starting at  
14 1:00 p.m. And that would be Dallas time, correct? Central  
15 Time?

16 A Correct.

17 Q Okay. And so you're coming from the west coast. On a day  
18 where your assignment started at 1:00, would you travel the day  
19 before or the morning of?

20 A If it is an afternoon case in a case like Dallas, there  
21 are some times that they send very early on that morning.

22 Q Okay. So it would vary? Sometimes it would be the night  
23 before, but sometimes it might be the morning of for a case  
24 like Dallas?

25 A Most of them are a day before.

1 Q And that case finished at 4:20 p.m. in the afternoon,  
2 correct?

3 A Correct.

4 Q And you would have had an evening flight back to Los  
5 Angeles?

6 A If I weren't given an early flight the same date, I would  
7 go back the very next day.

8 Q Okay. But if you finished by 4:20 p.m., you would  
9 typically be able to get back to the west coast that same  
10 night, right?

11 A Right.

12 Q Okay. All right. And then -- and so for that whole  
13 assignment, including all your travel the day before and your  
14 travel back, you were paid the 400 -- is that 430 or 450?

15 A 450.

16 Q 450 rate, plus did you get -- were you reimbursed the  
17 \$39.91 in travel expenses on that occasion?

18 A At that time, yes.

19 Q Okay. All right. Then if you'll go to page 18, is a  
20 hearing in Los Angeles. So that would be a local, nontravel  
21 case for you, correct?

22 A Correct.

23 Q And that hearing started at 8:30 a.m., ended at I believe  
24 8:55 a.m.; is that correct?

25 A Correct.

1 Q And you were paid your full 225 dollars for that, correct?

2 A Correct.

3 Q How many Burmese interpreters did SOSI have back in, say,  
4 May of -- March of --

5 MR. LOPEZ: Calls for speculation.

6 JUDGE ROSAS: I'm sorry?

7 MR. LOPEZ: Calls for speculation.

8 JUDGE ROSAS: How many --

9 MR. ROBERTS: I haven't even finished the question yet.

10 JUDGE ROSAS: -- Burmese interpreters did they have?

11 MS. BRADLEY: Yeah. How is she to know that?

12 JUDGE ROSAS: Well, finish the question.

13 Q BY MR. ROBERTS: To the extent you know, how many other  
14 Burmese interpreters were working for SOSI in March of 2016?

15 A To the best of my knowledge, I'm the only one.

16 Q Okay. And at some point in time, did there come a time  
17 when you learned that there were other Burmese interpreters had  
18 been hired or obtained --

19 A About two to three months ago, yes.

20 Q And so from when you first started for SOSI until a couple  
21 -- two or three months ago, as far as you knew you were the  
22 only Burmese interpreter working for SOSI?

23 A Yes.

24 Q And then on page 21 is one in Tucson, Arizona. And that's  
25 actually in April. But in Tucson, that was a start time of

1 1:00 p.m. Do you know whether you would have travelled that  
2 morning or the night before for a 1:00 --

3 A Normally, it's a day prior.

4 Q Okay. Even when you're still in the time zone?

5 A Yeah, because sometimes the plane could be delayed for any  
6 reason in the morning flights --

7 Q Okay.

8 A -- and I could be late for the case.

9 Q Okay. Looking at -- so in March, you had -- what -- you  
10 only had -- if this is correct, you only had four assignments  
11 in March, and they were essentially a week apart. What, from a  
12 -- what other work were you performing in -- were you  
13 performing other interpreter work during the dates, the other  
14 dates of the month? That's only four days a month.

15 A I do freelance with other companies, as well.

16 Q Okay.

17 A Just small agencies, not with EOIR.

18 Q And I know you said that a large percentage of your income  
19 comes from SOSI. Is that because the rates that SOSI offers  
20 are substantially higher than what you get through other  
21 agencies?

22 A I never had travel cases with other agencies. It's just a  
23 local case.

24 Q Okay. And what rates did you typically get for other  
25 agencies?

1 A It depends on how much I ask for. Whether they are  
2 agreeable or not, it's up to them.

3 Q Okay. And what was your -- well, how did it work? What  
4 would you typically ask for, and what kind of rates did you --  
5 were you able to get approval for?

6 A I normally asked for the rate that I was getting for local  
7 cases, 225 and 425.

8 Q Okay. And did other agencies agree to pay that amount?

9 A They did.

10 Q Okay. So you're saying that the rates you got from other  
11 agencies were the same that you were getting from SOSI at that  
12 time?

13 A If I have a case, yes.

14 Q Okay. Are there many Burmese cases in California?

15 A Not really.

16 Q Did you get -- you did not get travel cases from anyone  
17 other than SOSI?

18 A Correct.

19 Q Okay. Did you have any other type of work, job, or  
20 anything you were performing other than interpretation?

21 A No.

22 Q Okay.

23 A Not anymore.

24 Q Well, back in March of 2016, did you?

25 MR. LOPEZ: Relevance.

1 JUDGE ROSAS: I'll allow it.

2 Q BY MR. ROBERTS: If you --

3 A I don't think so.

4 Q Now, when you went to a court, whether it was in LA or  
5 Dallas or Atlanta, as I understand it you did not -- there were  
6 no SOSI representatives at these courts that you had to report  
7 to or report back to when you were leaving, correct?

8 A Correct.

9 Q Okay. And the persons that you would have dealt with  
10 would have been any kind of EOIR staff at the clerk's -- or  
11 check-in window; is that correct?

12 A Yes.

13 Q Were there any courts -- were there staff interpreters at  
14 those -- by that, by staff interpreters, I mean EOIR staff  
15 interpreters at the locations you typically went to?

16 A They may have. I'm not aware of it.

17 Q Were there any other EOIR supervisors that you would bring  
18 any problems to if you had any at, say, LA or any other  
19 location?

20 A No. We were told to contact the coordinator who assigned  
21 us the cases from SOSI.

22 Q At this time -- we're here almost at the end of September  
23 2017 -- you're still on contract with SOSI at this point in  
24 time, correct?

25 A Correct.

1 Q Okay. And do you have assignments -- have you received  
2 any assignments for the month of October yet?

3 A Yes.

4 Q And what dates do you have assignments for?

5 A I believe the first week of October and the last week of  
6 October in downtown LA.

7 Q Okay. Now, I understood your testimony to be that you  
8 could not circulate business cards at the EOIR courts, that  
9 that was prohibited, correct?

10 A Correct.

11 Q Do you have a business card?

12 A That I created on my own for my freelance purposes, yes.

13 Q Yes. And are you able to distribute that away from the  
14 EOIR courts?

15 A I never try to do that.

16 Q But you're not aware of any prohibition from you doing  
17 that, correct?

18 A We were told --

19 MR. LOPEZ: Calls for speculation.

20 JUDGE ROSAS: Overruled. Are you aware of a prohibition?

21 MR. ROBERTS: And I'm going to object to a different  
22 attorney objecting on these than the attorney who did the  
23 examination. I don't think that's appropriate.

24 MR. LOPEZ: Your Honor?

25 JUDGE ROSAS: It's an interesting procedural --



1 MR. ROBERTS: Usually, it's one attorney per -- and to  
2 have multiple attorneys objecting, I think, is not proper.

3 JUDGE ROSAS: If Mr. Lopez is the only one --

4 MR. ROBERTS: Well, that's made an objection.

5 JUDGE ROSAS: -- doing the defense, playing the defense  
6 here?

7 MR. ROBERTS: I'm sorry?

8 MR. LOPEZ: If I'm the only one doing it --

9 JUDGE ROSAS: They had someone else on the offense, and  
10 now they're having somebody play the defense.

11 MR. ROBERTS: Well, I've just never seen that. Maybe that  
12 -- maybe I've missed that. I've never seen any switching --

13 MR. LOPEZ: Is there anything prohibiting that, Your  
14 Honor?

15 MS. BRADLEY: I haven't --

16 JUDGE ROSAS: The problem usually occurs --

17 MR. ROBERTS: All right. I will --

18 JUDGE ROSAS: -- with more than one -- we get it a lot.  
19 I'm trying to --

20 MR. ROBERTS: I withdraw the objection.

21 MR. DO: I'll do the only defense, Your Honor.

22 MR. ROBERTS: Okay.

23 Q BY MR. ROBERTS: I don't even remember my question, now,  
24 but --

25 A Me, neither.

1 JUDGE ROSAS: Aware of any prohibition against you giving  
2 your business card out.

3 THE WITNESS: Not while I'm in EOIR premises.

4 MR. ROBERTS: Okay. That's all I have. Thank you.

5 JUDGE ROSAS: Any redirect?

6 MR. DO: Can we have two minutes, Your Honor?

7 JUDGE ROSAS: Sure.

8 MR. DO: Yes.

9 (Off the record at 9:52 a.m.)

10 JUDGE ROSAS: Back on.

11 MR. DO: We have nothing further, Your Honor.

12 JUDGE ROSAS: Okay. Charging Party?

13 MS. BRADLEY: Nothing from the Charging Party, Your Honor.

14 JUDGE ROSAS: Okay. So I think we're done with Ms. Swe.

15 I thank you for coming today, and you're excused. Please do  
16 not discuss your testimony with anyone until you're advised by  
17 counsel that the record in the case is close, all right?

18 THE WITNESS: Sure.

19 JUDGE ROSAS: Have a good day.

20 THE WITNESS: Thank you.

21 JUDGE ROSAS: All right. At this time, we are going to be  
22 adjourning the case to October 10th --

23 MS. HADDAD: Yes, Your Honor.

24 JUDGE ROSAS: -- 2017, resuming in Washington, DC.

25 MS. HADDAD: Yes, that's right, Your Honor.

1 JUDGE ROSAS: Okay. And the time for a start on that day  
2 -- will everybody be travelling prior to that date?

3 MS. HADDAD: We don't yet have our travel arrangements  
4 set. The fiscal year -- we couldn't do it until the fiscal  
5 year ends, so we'll know on Monday or Tuesday, I believe. The  
6 goal for us would be to travel on the day or two before.

7 JUDGE ROSAS: Okay. So let's target a start of 9:30 a.m.,  
8 all right? If anything changes, we can discuss it, okay?

9 MS. HADDAD: Before we go off the record, we just wanted  
10 to stipulate that --

11 MR. ROBERTS: Well, I need to discuss that off the record  
12 one minute with you just for the --

13 MS. HADDAD: Oh, okay. So before we close --

14 JUDGE ROSAS: Hold on one second. We need to let the  
15 young lady go.

16 Thank you. Have a good day.

17 MS. HADDAD: Thank you.

18 (Counsel confer)

19 MS. HADDAD: So we don't have anything to add to the  
20 record at this time, Your Honor.

21 JUDGE ROSAS: Because anything else, we've got between now  
22 and the resumption to deal with anything that needs to fixed  
23 up. As far as the audio-visual, DC will --

24 MS. HADDAD: So I'm sorry to interrupt, but --

25 JUDGE ROSAS: -- let us know if there's any problem in

1       that regard.

2               MS. HADDAD:   So we're not going to -- we're going to bring  
3       our witnesses to DC because we weren't sure what was going to  
4       -- the remaining witnesses --

5               JUDGE ROSAS:   You're going to have them travel to DC  
6       instead of audio-visual?

7               MS. HADDAD:   That's correct, Your Honor.

8               JUDGE ROSAS:   Someone determined that that's cheaper?

9               MS. HADDAD:   Yes, Your -- well, we were really concerned  
10      about the televideo -- us losing the contract for the televideo  
11      equipment.

12              JUDGE ROSAS:   All right.

13              MS. HADDAD:   So we anticipate that we'll start with them  
14      when we resume on the 10th.

15              MR. ROBERTS:   And you've subpoenaed at least or four of  
16      our witnesses.   Do you need them there -- would you mind  
17      providing me --

18              MS. HADDAD:   With a -- yes.

19              MR. ROBERTS:   -- give me some kind of heads-up when you  
20      need them?   I don't want them sitting over there just --

21              MS. HADDAD:   No, we should -- it won't be the first day, I  
22      don't think.

23              MR. ROBERTS:   Okay.

24              MS. HADDAD:   But we'll be able to give a schedule by about  
25      end-of-day Wednesday or beginning of Thursday.

1 MR. ROBERTS: That'll work.

2 MS. HADDAD: And we'll also let you know --

3 MR. ROBERTS: Of next week, you mean?

4 MS. HADDAD: Yeah, of next week.

5 MR. ROBERTS: Okay.

6 MS. HADDAD: And then we'll also let you know what we  
7 would like testimony to so there's someone better equipped to  
8 provide that.

9 MR. ROBERTS: Okay.

10 JUDGE ROSAS: You're anticipating approximately how many  
11 non-611(c) witnesses?

12 MS. HADDAD: Three.

13 JUDGE ROSAS: Three. And you don't think that you'd be  
14 completed with them at some point on Wednesday?

15 MS. HADDAD: No --

16 MR. LOPEZ: No, this was -- we were telling him --

17 MR. ROBERTS: Next week, they're going to let me know --  
18 not the week of trial, but next week they're going to let me  
19 know what day they think they need --

20 JUDGE ROSAS: Oh, of next week.

21 MR. LOPEZ: Yes. Yes.

22 MS. HADDAD: Yes, Your Honor.

23 JUDGE ROSAS: Okay. All right, great.

24 MS. HADDAD: Thank you so much.

25 JUDGE ROSAS: Okay. So we're adjourned until October

1 10th.

2 MS. HADDAD: Thank you, Your Honor.

3 MR. DO: Thank you, Your Honor.

4 **(Whereupon, the hearing in the above-entitled matter was**  
5 **recessed at 10:03 a.m. until Tuesday, October 10, 2017 at 9:00**  
6 **a.m.)**

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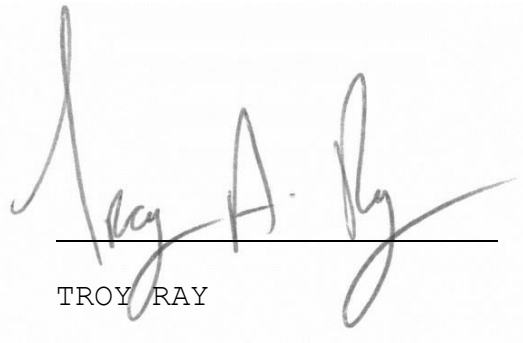
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C E R T I F I C A T I O N

This is to certify that the attached proceedings before the National Labor Relations Board (NLRB), Region 21, Case Number 21-CA-178096, 21-CA-185345, 21-CA-187995, SOS International, LLC and Pacific Media Workers Guild Communications Workers of America, Local 39521, AFL-CIO, at the National Labor Relations Board, Region 21, 888 South Figueroa Street, Room 901, Los Angeles, California 90012, on Friday, September 29, 2017, 8:18 a.m. was held according to the record, and that this is the original, complete, and true and accurate transcript that has been compared to the reporting or recording, accomplished at the hearing, that the exhibit files have been checked for completeness and no exhibits received in evidence or in the rejected exhibit files are missing.

A handwritten signature in black ink, appearing to read "Troy A. Ray", is written over a horizontal line.

TROY RAY

Official Reporter

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 21

---

In the Matter of:

**SOS INTERNATIONAL, LLC,**

Respondent,

and

**PACIFIC MEDIA WORKERS GUILD,  
COMMUNICATIONS WORKERS OF  
AMERICA, LOCAL 39521, AFL-CIO,**

Charging Party.

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Case Nos. **21-CA-178096  
21-CA-185345  
21-CA-187995**

The continuation of the above-entitled matter came on for hearing pursuant to notice, before **MICHAEL A. ROSAS**, Administrative Law Judge, at the **National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C., on Tuesday, October 10, 2017, at 9:30 a.m.**



**A P P E A R A N C E S**

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**A P P E A R A N C E S (cont.)**

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1		<u>I N D E X</u>				
2						<u>VOIR</u>
3	<u>WITNESSES</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>DIRE</u>
4						
5	Kathleen Morris	986	1016	1035	--	--
6						
7	Charles B. O'Brien	1040	--	--	--	--
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1	<u>E X H I B I T S</u>		
2	<u>EXHIBITS</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
3	JOINT		
4	J-1 and 1(a) through 1(iii)	1037	1039
5	[(f), (fff), (ggg) under protective order]		
6	J-2	1037	1039
7	J-3	1102	1102
8	GENERAL COUNSEL'S		
9	GC-221	988	988
10	GC-222	991	991
11	GC-223	999	1002
12	GC-224	1002	1004
13	GC-225	1004	1005
14	GC-226	1005	1008
15	GC-227	1008	1009
16	GC-228	1015	1016
17	GC-229	1058	1060
18	GC-230	1060	1071
19	GC-231	1071	1075
20	GC-232	1076	1076
21	GC-233	1077	1078
22	GC-234	1101	1101
23	RESPONDENT'S		
24	R-14	1023	Not Offered
25			

P R O C E E D I N G S

(Time Noted: 10:30 a.m.)

**JUDGE ROSAS: All right. On the record.**

MS. HADDAD: Your Honor, before we get started --

JUDGE ROSAS: Hold on. This is a resumption in the matter of SOS International. Counsel.

MS. HADDAD: Before we get started, we -- the General Counsel would like to request to make an amendment to the complaint. So we'd like to -- just give me one moment, Your Honor.

Your Honor, General Counsel would like to request -- make a motion to request to withdraw paragraph -- complaint paragraph allegations 13 and complaint paragraph allegation number 9.

JUDGE ROSAS: 9 and 13?

MS. HADDAD: Yes, Your Honor.

MR. ROBERTS: And that's all subparagraphs in 9?

MS. HADDAD: That includes all subparagraphs.

MR. ROBERTS: And 13?

MS. HADDAD: That's correct.

MR. ROBERTS: No objection.

JUDGE ROSAS: Charging Party?

MS. BRADLEY: No objection to the motion for Charging Party. We're reviewing and considering whether or not to appeal, if that should delay the proceedings, Your Honor.

1 JUDGE ROSAS: Okay. The motion is deemed amended.

2 Paragraphs 19 and 13 will be --

3 MR. ROBERTS: 9 -- 9, not 19.

4 JUDGE ROSAS: 9 and 13 -- 9 and 13 are withdrawn.

5 MS. HADDAD: Your Honor, we're prepared to call our  
6 first witness.

7 JUDGE ROSAS: Let's do it.

8 MS. HADDAD: Your Honor, General Counsel calls Kathleen  
9 Morris to the stand.

10 JUDGE ROSAS: Please raise your right hand.

11 (Whereupon,

12 **KATHLEEN MORRIS**

13 was called as a witness by and on behalf of the General  
14 Counsel and, after having been first duly sworn, was examined  
15 and testified as follows:)

16 JUDGE ROSAS: All right. Please have a seat, and state  
17 and spell your name.

18 THE WITNESS: Kathleen Morris, K-a-t-h-l-e-e-n, Morris,  
19 M-o-r-r-i-s.

20 JUDGE ROSAS: And provide us with an address.

21 THE WITNESS: One more time, Your Honor.

22 JUDGE ROSAS: Address.

23 THE WITNESS: My address is P.O. Box 3204, Oak Park,  
24 Illinois 60303.

25 JUDGE ROSAS: Okay.

1 DIRECT EXAMINATION

2 Q. BY MS. HADDAD: Good morning.

3 A. Good morning.

4 Q. Ms. Morris, have you ever worked as an interpreter at  
5 the DOJ, do you know, at the DOJ's EOIR Courts?

6 A. Yes.

7 Q. And when did you start providing interpretation services  
8 at EOIR?

9 A. Approximately 2012.

10 Q. And what companies have you worked at for the EOIR?

11 A. For both Lionbridge and SOSi.

12 Q. And when did you begin working for SOSi?

13 A. I started working for SOSi in December of 2016.

14 MR. ROBERTS: Can she keep her voice up? It's really  
15 hard to hear.

16 MS. HADDAD: Your Honor, I believe -- do these amplify?

17 JUDGE ROSAS: It amplifies?

18 COURT REPORTER: I'm sorry, Your Honor. I apologize.

19 The ones on the mic stands do amplify. You've just got to  
20 turn them on. Do you want me to switch them on top?

21 JUDGE ROSAS: Let's go off the record.

22 (Off the record.)

23 JUDGE ROSAS: Okay. Back on the record.

24 Q. BY MS. HADDAD: All right. And what are your  
25 qualifications to be an interpreter?

1 A. I'm possess the Administrative Office of U.S. Court  
2 certification, as well as the State of Illinois court  
3 certification.

4 Q. And did you -- do you know what qualifications there  
5 were to work for EOIR?

6 A. No.

7 Q. Which EOIR course did you work at when you were working  
8 for SOSi and Lionbridge?

9 A. I worked at the two Chicago locations.

10 Q. What were those addresses?

11 A. They were 525 West Van Buren Street and the Clark and  
12 Congress location.

13 Q. How many judges were -- if you know, at the time that  
14 you were working there, worked at the 525 West Van Buren  
15 location?

16 A. It varied, but from 10 to 12.

17 Q. And how many judges were at the Clark and Congress  
18 location?

19 A. There are two courtrooms there, but judges are not  
20 permanently assigned there.

21 Q. And why is that? Do you know?

22 A. That is because they aren't detained courtrooms. Judges  
23 sometimes appeared in person. Sometimes they appear by VRI.

24 Q. Were there also other SOSi interpreters at the time that  
25 you worked for SOSi, when you worked for those two locations?



1 A. Yes.

2 Q. And approximately how many if you know?

3 A. About seven or eight.

4 Q. How -- would you see them regularly?

5 A. Yes.

6 Q. How many days a week did you work at the EOIR Courts  
7 when you worked for SOSi?

8 A. On average, 3 to 3½ days a week.

9 Q. And would the amount that you worked for SOSi be  
10 accurately reflected by your COIs, your Certificates of  
11 Interpretation?

12 A. Yes.

13 Q. I'd like to refer you to what's been marked as GC  
14 Exhibit 221. It's the first stack.

15 **(General Counsel's Exhibit 221 marked for identification.)**

16 MR. ROBERTS: We'll stipulate that those are her COIs.

17 MS. HADDAD: Great. Move to admit, Your Honor.

18 JUDGE ROSAS: General Counsel's 221 is received.

19 MS. HADDAD: Thank you.

20 **(General Counsel's Exhibit 221 received in evidence.)**

21 Q. BY MS. HADDAD: Did you work for any other company or  
22 any other jobs while you worked -- at the same time you  
23 worked for SOSi?

24 A. Yes.

25 Q. What were those companies or jobs?

1 A. They were primarily U.S. District Court and the Cook  
2 County Courts.

3 Q. Cook County for Illinois?

4 A. Yes.

5 Q. Approximately how many hours a week did you work at  
6 those other locations?

7 A. It could vary, but usually 1 to 1½ days per week.

8 Q. So is it safe to say -- would you say that you  
9 preferenced your work at SOSi over work at these other  
10 locations?

11 A. Definitely.

12 Q. Would you let your coordinator know your preference?

13 A. Yes.

14 Q. And how would you let your coordinator know your  
15 preference?

16 A. Usually I would send the coordinator sometimes my weekly  
17 availability, usually the weekly availability.

18 Q. Okay. And would you say that you were free for the  
19 entire week most weeks?

20 A. Yes.

21 Q. Do you have a business entity under which you perform  
22 interpretation services or doing business as, a d/b/a?

23 A. No.

24 Q. Are you registered as a business owner?

25 A. No.

1 Q. When you worked for Cook County and you mentioned, I'm  
2 sorry, District Court I believe?

3 A. United States District Court.

4 Q. Did you work for them as an individual?

5 A. Yes.

6 Q. When you worked for SOSi, did you work for SOSi as an  
7 individual?

8 A. Yes.

9 Q. Are you currently working as an interpreter?

10 A. Yes.

11 Q. And where do you currently work as an interpreter?

12 A. United States District Court and Cook County, Illinois  
13 courts.

14 Q. Are those -- do you still work there approximately 1, 1½  
15 days a week or more now?

16 A. Sometimes more.

17 Q. You testified earlier that you began working for SOSi in  
18 December of 2015. Is that right?

19 A. 2016.

20 Q. 2016.

21 A. You are correct. 2015.

22 Q. How did you first hear about the SOS International?

23 A. As best I can recall, I started receiving a few emails  
24 and text messages from colleagues, speculating as to perhaps  
25 this company had won the new contract with the DOJ.

1 Q. Do you recall approximately when you first heard about  
2 this?

3 A. Maybe around late summer or early fall of 2015.

4 Q. Okay. Please refer to GC Exhibit 222.

5 **(General Counsel's Exhibit 222 marked for identification.)**

6 MS. HADDAD: Will Respondent stipulate that this is  
7 Ms. Morris's Independent Contractor Agreement?

8 MR. ROBERTS: Just one second.

9 MS. HADDAD: Okay.

10 MR. ROBERTS: Yes, we'll stipulate.

11 MS. HADDAD: Move to admit GC Exhibit 222?

12 JUDGE ROSAS: General Counsel's Exhibit 222 is received.

13 **(General Counsel's Exhibit 222 received in evidence.)**

14 Q. BY MS. HADDAD: Can you please take a look at  
15 paragraph 2 of GC Exhibit 222?

16 A. Yes.

17 Q. What is the term length of this contract?

18 A. It is from November 28 of 2015 to August 31 of 2016.

19 Q. And what was your rate in this contract you were to be  
20 paid?

21 A. This contract I was paid \$201 per half day session and  
22 \$320 for a full day session.

23 Q. And what was SOSi initially offering you? Do you  
24 recall?

25 A. As I recall, it was around \$53 an hour.

1 Q. Does your ICA include a travel rate, a rate for travel  
2 cases?

3 A. No.

4 Q. Did you take travel cases when you worked for SOSi?

5 A. No.

6 Q. Were you ever offered travel cases when you worked for  
7 SOSi?

8 A. Very occasionally.

9 Q. Do you recall some of the reasons why you didn't take  
10 those travel cases?

11 A. I don't recall ever refusing one. However, in the end,  
12 someone else was hired.

13 Q. When SOSi first took over the contract or when you first  
14 began working for SOSi, was the transitioning smooth or  
15 chaotic?

16 A. Somewhat chaotic.

17 Q. How so?

18 A. Well, what the interpreters noticed in Chicago right off  
19 the bat was that there were several double bookings and no  
20 shows.

21 Q. Did this happen to you?

22 A. Yes.

23 Q. Did you discuss this with your fellow interpreters in  
24 Chicago?

25 A. Yes.

1 Q. Do you recall approximately when you were double-  
2 booked?

3 A. It was right around the start of SOSi's tenure, I want  
4 to say no more than a month or month and a half into their  
5 contract.

6 Q. So would you say it was late 2015 or early 2016?

7 A. Early 2016 I think.

8 Q. And do you recall what happened?

9 A. It seemed that when I arrived to sign in, at the sign-in  
10 area, there was already a male colleague assigned to that  
11 courtroom, or at least there was a bit of confusion there  
12 because he was trying to sign in on the line that was  
13 reserved for the same judge that I was supposed to be working  
14 for that day.

15 Q. When you say sign in, do you remember what courtroom?  
16 Do you mean a courtroom?

17 A. Yes.

18 Q. Do you remember what courtroom that was?

19 A. No.

20 Q. Who were your primary coordinators when you first --  
21 during the period of time that you worked for SOSi?

22 A. My first coordinator was Sam Yim, and my second  
23 coordinator, to be truthful, I don't remember his name right  
24 at the moment.

25 Q. No problem. Was -- the second coordinator, was he your

1 coordinator the rest of the time that you worked for SOSi --

2 A. Yes.

3 Q. -- your primary coordinator? I believe you testified  
4 earlier that you would usually give your availability every  
5 week. How far in advance did you receive a case before that  
6 case took place?

7 A. In many instances, I would receive my assignments on a  
8 monthly basis. In other instances, I would receive them on a  
9 weekly basis, and occasionally I would receive them on a  
10 daily basis, more last-minute basis.

11 Q. How far in advance of the case would you arrive at the  
12 EOIR Court, at either the Van Buren location or the  
13 Chamber --

14 A. Clark and Congress.

15 Q. -- Clark and Congress?

16 A. Usually at least 15 or 20 minutes before the start of  
17 the assignment.

18 Q. And you mentioned that you would go to the window. Is  
19 there a clerk that you would check in with?

20 A. At the 525 location, yes, there was a clerk's window  
21 where you would check in.

22 Q. At the courtroom, what equipment do you use?

23 A. We use simultaneous interpreting equipment.

24 Q. And is that both the detainee and the non-detainee  
25 courtrooms?

1 A. Yes.

2 Q. And do all interpreters, as far as you're aware, or  
3 would all cases at the Chicago Courts require simultaneous  
4 interpreting equipment?

5 A. Whenever it's in-person as opposed to telephonic.

6 Q. How do you get paid by SOSi? Or how did you at the time  
7 get paid by SOSi?

8 A. Through direct deposit.

9 Q. And what do you have to submit to get paid?

10 A. The so-called COI form.

11 Q. Did you have a time limit by which you were supposed to  
12 submit that form?

13 A. Initially, yes, but later on, no.

14 Q. What was the initial timeline?

15 A. We were told when recruiters were just contacting us,  
16 that it was 12 hours after the termination of the assignment.

17 Q. Did SOSi provide you with glossaries?

18 A. Yes.

19 Q. Did SOSi provide you with dictionaries?

20 A. No.

21 Q. Going back to your coordinator briefly, how often were  
22 you in contact with your coordinator?

23 A. Practically on a daily basis.

24 Q. And what were you in contact with your coordinator  
25 about?



1 A. I was in contact with him because there were occasions  
2 when I'd be sent to the wrong courthouse and I needed to  
3 clarify that with him. There were a couple of occasions on  
4 which I wasn't sure if I would get paid for a canceled case.  
5 I needed to contact him to let him know that I would be  
6 invoicing for that case if it had been canceled with 24-hour  
7 notice or less, and also just routine communications between  
8 us that had to do with him offering me last minute  
9 assignments and my accepting them.

10 Q. How did you -- how were you in contact with your  
11 coordinator?

12 A. To a great extent by email and occasionally over the  
13 phone.

14 Q. If you had an issue and you were running late, would you  
15 ever call the EOIR Court yourself?

16 A. No.

17 Q. Were there any in-house interpreters that worked at the  
18 EOIR Courts?

19 A. Yes.

20 Q. Approximately many?

21 A. There were two.

22 Q. And was this at both locations or just -- at which EOIR  
23 location in Chicago were there two in-house interpreters?

24 A. It was my understanding that they were assigned to both  
25 locations.

1 Q. Are those locations very close to each other?

2 A. No.

3 Q. As far as you're aware, do the in-house interpreters  
4 interpret in the same way as you do?

5 A. Yes.

6 Q. The same way SOSi interpreters did?

7 A. Yes.

8 Q. Could you ever take any cases directly to work at the  
9 EOIR without going through SOSi when SOSi had a contract?

10 A. No.

11 Q. Did you ever book work at other entities, at the Cook  
12 County Courthouse and the U.S. District Courthouse on the  
13 same day that you had an assignment with SOSi?

14 A. Very occasionally.

15 Q. And why occasionally? Why not more?

16 A. Because when one committed to working for SOSi, even if  
17 only for half a day session, once could never be sure that  
18 you would be done with that assignment in time to accept any  
19 other work with any other clients that day.

20 Q. You mentioned earlier that you had -- you and other  
21 interpreters had noticed some issues with the transition for  
22 SOSi taking over the contract. When working for SOSi, were  
23 you involved with discussing any terms and conditions of  
24 employment with other interpreters?

25 A. Yes.

1 Q. And were these interpreters your colleagues at the  
2 Chicago EOIR Courts?

3 A. Yes.

4 Q. Were there any other interpreters that you discussed  
5 working conditions with?

6 A. Yes.

7 Q. And where were those interpreters located, if you know?

8 A. They were located all over the country.

9 Q. Were you active on that WhatsApp chat group with other  
10 interpreters who work for SOSi?

11 A. Yes.

12 Q. Do you know approximately how many interpreters were on  
13 the WhatsApp chat group during spring in 2016?

14 A. I would say maybe between 125 and 150.

15 Q. Do you know how many interpreters were active on the  
16 WhatsApp chat group when your contract with SOSi ended?

17 A. Perhaps if -- maybe 175.

18 Q. Your colleagues in the EOIR Courts in Chicago, how would  
19 you have discussions about your working conditions? Were  
20 they in person or on the phone?

21 A. Both. Over the phone, in person, by text messages and  
22 by emails.

23 Q. And when they were in person, when would you meet during  
24 the day?

25 A. Typically we would meet after work at a restaurant

1 location.

2 Q. Your colleagues around the country nationwide, were you  
3 only in touch with them through WhatsApp, or were there other  
4 means of communication?

5 A. We were in contact over the phone, through text  
6 messaging, and with emails.

7 Q. Were you paid on time for your work for SOSi?

8 A. For the most part, yes.

9 Q. Were you aware that any of your colleagues were not paid  
10 in a timely manner?

11 A. I am aware of that.

12 Q. How did you hear that your colleagues were not being  
13 paid in a timely manner?

14 A. I heard about it primarily on the WhatsApp forum as well  
15 as occasionally by emails.

16 Q. And where were these emails coming from? What  
17 interpreters were you hearing from, if you know?

18 A. They were based all over the country as well as in  
19 Chicago.

20 Q. Some of your Chicago colleagues were not being paid on  
21 time?

22 A. I do believe I heard mention of one colleague in  
23 particular maybe missing or not receiving her first few  
24 payments when she expected to receive them.

25 **(General Counsel's Exhibit 223 marked for identification.)**

1 Q. BY MS. HADDAD: Okay. I'd like to show you what's been  
2 marked as GC Exhibit 223. Do you recognize this document?

3 A. Yes.

4 Q. Did you draft this document?

5 A. I did with the help of my Chicago colleagues.

6 Q. How did you come -- describe how you came to draft this  
7 document?

8 A. I suggested to my colleagues in an in-person meeting  
9 that these were some issues that needed to be clarified and  
10 dealt with by the corporation. They agreed with me and, for  
11 the most part, approved the wording of the document with  
12 maybe a couple of small changes for -- to make it a little  
13 more smoothly.

14 Q. So when you met with your colleagues, do you remember  
15 approximately when this was?

16 A. This would have been I believe very early in 2016.

17 Q. When you drafted this letter, you mentioned that you --  
18 I'm sorry -- did you circulate it to your colleagues?

19 A. Yes.

20 Q. Approximately how many reviewed this letter before you  
21 submitted it?

22 A. Before I submitted it? Maybe 8 to 10 Chicago  
23 colleagues.

24 Q. And did anyone agree with you, that you should submit  
25 this?

- 1 A. They all agreed with me.
- 2 Q. Did you also send this to other interpreters who were  
3 not based in Chicago?
- 4 A. Yes.
- 5 Q. And who did you send it to?
- 6 A. I simply posted it on the WhatsApp chat forum.
- 7 Q. Did you also email it?
- 8 A. Yes.
- 9 Q. Who did you email it to?
- 10 A. I emailed it to certain members of the SOSi corporation  
11 and also to the Chicago and a few other nationwide  
12 colleagues.
- 13 Q. Before we get to the SOSi corporation, can you name some  
14 of the colleagues outside of Chicago that you emailed this  
15 letter to, if you recall?
- 16 A. One would have been Hilda Estrada. One was Jill Ananyi,  
17 and there could have been others, but I don't recall them  
18 right off the bat.
- 19 Q. Do you recall primarily where Hilda Estrada is based?
- 20 A. She's based in Los Angeles, California.
- 21 Q. And I believe you said Jill Ananyi?
- 22 A. Jill, J-i-l-l, Ananyi.
- 23 Q. And where she's based? Do you know?
- 24 A. She's based in the New York EOIR Court.
- 25 Q. When you emailed this, it says on top that it's -- the

1 two addresses are from the Department of Justice. I believe  
2 you said that you emailed this to SOSi. Do you recall who  
3 you emailed this to at SOSi?

4 A. As best I can recall --

5 JUDGE ROSAS: Are you referring to a document?

6 MS. HADDAD: 223.

7 THE WITNESS: As best I can recall, it was emailed to  
8 associate personnel that I knew at the time or that I knew  
9 of, such as Martin Valencia, perhaps Claudia Thornton. It  
10 could have been --

11 MR. ROBERTS: Objection to could have been.

12 JUDGE ROSAS: Sustained. Only what you recall.

13 MS. HADDAD: Your Honor, move to admit GC 223?

14 MR. ROBERTS: No objection.

15 JUDGE ROSAS: General Counsel's 223 is received.

16 **(General Counsel's Exhibit 223 received in evidence.)**

17 **(General Counsel's Exhibit 224 marked for identification.)**

18 Q. BY MS. HADDAD: I'd like to show you what's been marked  
19 as General Counsel's Exhibit 224, and I apologize for the  
20 small print. It's the best we could do under the  
21 circumstances.

22 Do you recognize this document, Ms. Morris?

23 A. Yes.

24 Q. What's the date on this document if you can read the  
25 date? It's above the name "Hilda/Kathleen."

1 A. It says 2 of 19, '16.

2 Q. And was this a response, if you know, to the letter that  
3 you sent on -- that's dated February 4, 2016?

4 A. Yes.

5 Q. And who sent it? Do you know?

6 A. It was sent to me by Jessica Bailey.

7 Q. The part that's in bold in this email, was that bold in  
8 the original, if you recall?

9 A. I don't recall.

10 Q. After this letter, did anyone from SOSi send a follow  
11 up?

12 A. Yes.

13 Q. Do you recall who?

14 A. It was Ms. Claudia Thornton.

15 Q. Did that follow-up disclaim what is said in this letter?  
16 Do you recall?

17 A. Yes.

18 MS. HADDAD: I move to admit GC Exhibit 224.

19 MR. ROBERTS: Just to be sure, you're only offering it  
20 to shed knowledge -- I mean because there was an allegation  
21 at one time this was a threat and it was -- just to make sure  
22 you're not litigating this as a threat?

23 MS. HADDAD: No, Your Honor, we're not litigating this  
24 as a threat.

25 MR. ROBERTS: No objection, Your Honor.



1 JUDGE ROSAS: General Counsel's 224 is received.

2 **(General Counsel's Exhibit 224 received in evidence.)**

3 **(General Counsel's Exhibit 225 marked for identification.)**

4 Q. BY MS. HADDAD: Do you recognize this flyer?

5 A. Yes.

6 Q. Did you draft this flyer?

7 A. Yes.

8 Q. Do you recall when you drafted it approximately?

9 A. It was probably in the summer of 2016.

10 Q. Was this while you were still working for SOSi?

11 A. Yes.

12 Q. Did you post this anywhere or distribute it anywhere?

13 A. Yes.

14 Q. Where did you distribute it?

15 A. I distributed it at a meeting that was provided by  
16 Ms. Hilda Estrada in Chicago, and I also distributed it to  
17 individual colleagues that I was meeting for the first time  
18 of other languages who would come to work in Chicago, and I  
19 left some copies in the interpreter's waiting room at the 525  
20 West Van Buren location.

21 Q. The colleagues that you mentioned that you were meeting  
22 for the first time, did they work for SOSi, do you know?

23 A. Yes.

24 Q. And the meeting that you distributed this at that was in  
25 Chicago that you said was provided by Hilda Estrada, was that

1 a meeting for other SOSi interpreters?

2 A. Yes.

3 Q. Approximately how many people attended that meeting?

4 A. Approximately six or seven.

5 Q. And where was that meeting held?

6 A. It was held in the offices of the Chicago Newspaper  
7 Guild.

8 MS. HADDAD: Move to admit GC Exhibit 225.

9 MR. ROBERTS: Just a second. I haven't had a chance to  
10 review it all.

11 MS. HADDAD: It's the -- flyer. It's the top flyer on  
12 your little folder in the corner.

13 MR. ROBERTS: Oh, it's reversed. I got you. No  
14 objection.

15 JUDGE ROSAS: 225 is received.

16 **(General Counsel's Exhibit 225 received in evidence.)**

17 Q. BY MS. HADDAD: Did you send any other emails or letters  
18 to SOSi about other issues that you and other interpreters of  
19 the Chicago EOIR Courts had?

20 A. Yes.

21 **(General Counsel's Exhibit 226 marked for identification.)**

22 Q. BY MR. ROBERTS: I'd like to show you what's been marked  
23 as GC Exhibit 226. It's a fairly lengthy email chain. Just  
24 take a look. Can you describe what's happening in this email  
25 chain?

1 A. In this email chain, I was attempting to work with  
2 Ms. Claudia Thornton to correct two basic logistical issues  
3 we had been experiencing for some time at both Chicago  
4 locations, well, actually one of the issues at both Chicago  
5 locations and on the other issue at one Chicago location.

6 Q. And what were those logistical issues?

7 A. The first logistical issue workstation that our  
8 simultaneous equipment was not working reliably, that we had  
9 noticed that Spanish interpreters who worked in certain  
10 courtrooms on certain days had noticed that the respondent  
11 headsets and transmitter had not been properly charged since  
12 the previous work session. So they were basically unusable  
13 for that court call.

14 Q. And who did you bring this up to at first?

15 A. The first people I brought it up to were Maria Ayuso and  
16 a coordinator who had contacted me about an out-of-town  
17 assignment. I'm trying to remember the gentleman's name  
18 because I hardly ever dealt with him.

19 Q. Did the coordinator and Maria Ayuso work for SOSi at the  
20 time?

21 A. Yes.

22 Q. And then how did you come in contact with Ms. Thornton?

23 A. I came in contact with her because -- I want to say  
24 months after I had brought this issue to SOSi's attention.  
25 She either emailed me or called me to let me know that SOSi

1 was working on these issues.

2 Q. And as far as you're aware, were you the interpreter  
3 affected by these issues?

4 A. No.

5 Q. Approximately how many other interpreters were affected  
6 by this issue?

7 A. The seven or eight of the Spanish interpreters  
8 definitely as well as any other languages who may be working.

9 Q. And did you discuss these issues with the interpreters?

10 A. Yes.

11 Q. Did you email updates to the interpreters explaining  
12 your conversations that you had had with respect to people at  
13 SOSi?

14 A. Yes.

15 Q. So on the top page here of GC Exhibit 226, it states in  
16 the middle, "Hello, Everyone." And it seems that you're  
17 forwarding an email between you and Ms. Thornton. Do you  
18 recall who you sent that email to?

19 A. It was sent to all of the Spanish interpreters working  
20 in Chicago.

21 Q. How frequently were you in contact with Ms. Thornton  
22 about these issues?

23 A. I would say that once she contacted me initially about  
24 them, for a while there, we were in contact perhaps on the  
25 average of once a week.

1 Q. And was this -- were you in contact by -- how were you  
2 in contact?

3 A. We were in contact over the phone and by email.

4 Q. Did she ever report back to you or other interpreters  
5 about her discussions with EOIR directly?

6 A. Yes.

7 Q. And how did she report back to you in general terms?

8 A. She gave me to understand that she would be contacting  
9 the courts, I believe, about how to resolve these issues.

10 Q. Did she say this over the phone or in an email?

11 A. Both.

12 MS. HADDAD: Move to admit GC Exhibit 226.

13 MR. ROBERTS: No objection.

14 JUDGE ROSAS: 226 is received.

15 **(General Counsel's Exhibit 226 received in evidence.)**

16 **(General Counsel's Exhibit 227 marked for identification.)**

17 Q. BY MS. HADDAD: I'd like to refer you to GC Exhibit 227.  
18 Please take a moment and look through this. Do you recognize  
19 these emails?

20 A. Yes.

21 Q. And who are these emails with?

22 A. They were between myself and Claudia Thornton.

23 Q. The dates appear to be throughout the summer of 2016.  
24 Is that right?

25 A. Yes.

1 Q. What were these emails about?

2 A. They were follow-up emails between myself and  
3 Ms. Thornton in an effort to resolve the unreliability of the  
4 simultaneous equipment as well as the physician access issues  
5 to the courtrooms at Clark and Congress.

6 Q. So these were a continuation of the emails from GC  
7 Exhibit 226?

8 A. Basically, yes.

9 Q. And were these two issues that affected all the other  
10 colleagues who worked for SOSi EOIR Courts in Chicago?

11 A. Yes.

12 Q. In any of these emails, did Ms. Thornton ask you to drop  
13 these issues?

14 A. No.

15 Q. Did she ever tell you that you were causing -- during  
16 this period, did she ever tell you, you were causing a  
17 problem by raising these issues?

18 A. No.

19 MS. HADDAD: Move to admit GC-227.

20 MR. ROBERTS: No objection.

21 JUDGE ROSAS: 227 is received.

22 **(General Counsel's Exhibit 227 received in evidence.)**

23 Q. BY MS. HADDAD: During this period of 2016, of summer of  
24 2016, did you continue to participate in the WhatsApp chat  
25 group, interpreter chat?

- 1 A. Yes.
- 2 Q. Are you familiar with the Interpreters Guild of America?
- 3 A. Am I familiar with it?
- 4 Q. Yes.
- 5 A. Yes.
- 6 Q. Are you a member?
- 7 A. Yes.
- 8 Q. And how did you become a member?
- 9 A. I became a member because of being in touch with Angie
- 10 Birchfield, who was the president at the time of IGA and also
- 11 because of my back and forth with Hilda Estrada, basically
- 12 recommending that professionally this would be a good thing.
- 13 Q. Personally when did you become involved with IGA? Do
- 14 you recall?
- 15 A. It would have been maybe around late spring of 2016.
- 16 Q. That meeting that you testified to earlier where you
- 17 distributed a flyer, was that a union meeting?
- 18 A. Yes.
- 19 Q. When was your contract with SOSi set to expire?
- 20 A. August 31 of 2016.
- 21 Q. And with regard to the contract expiration, were you
- 22 contacted by SOSi with regard to the contract renewal?
- 23 A. No.
- 24 Q. Did you reach out to SOSi about a contract renewal?
- 25 A. Yes.

1 Q. And who did you reach out to?

2 A. I reached out to Martin Valencia, Sergey Romanov,  
3 Claudia Thornton.

4 Q. Do you recall approximately when you reached out to  
5 these people?

6 A. It would have been a couple of weeks before the  
7 expiration or -- correction. I want to say shortly before or  
8 shortly after whatever deadline they had given us to renew  
9 the contract by which I think might have been August 1st.

10 Q. Were you given a deadline to renew the contracts?

11 A. I believe so.

12 Q. Was this a general email, or was it specific to you?

13 A. It was a general email.

14 Q. So you were never given an offer to renew your contract?

15 A. No.

16 Q. Did anyone from SOSi let you know that you were not  
17 getting a contract renewal?

18 A. No.

19 Q. And did you speak with anyone from SOSi after you  
20 reached out to Mr. Romanov, Ms. Thornton, Mr. Valencia about  
21 not getting a contract renewal?

22 A. Yes.

23 Q. Who did you speak with?

24 A. I spoke with Ms. Claudia Thornton.

25 Q. Do you recall approximately when you spoke with



1 Ms. Thornton?

2 A. It would have been around August 28th, 29th, or  
3 thereabouts.

4 Q. Of what year?

5 A. Of 2016.

6 Q. And what did she -- how long was this phone -- I'm  
7 sorry. Did you speak with her by phone?

8 A. Yes.

9 Q. How long was this phone conversation? Do you recall?

10 A. I would say maybe 15 to 20 minutes.

11 Q. Did you ask her about whether your contract was going to  
12 be renewed during this phone call?

13 A. Yes.

14 Q. What did she say?

15 A. She explained that SOSi had decided not to renew my  
16 contract.

17 Q. Did she say why?

18 A. She stated that it was because SOSi had had to spend an  
19 inordinate amount of time and energy investigating and  
20 resolving these simultaneous equipment and lack of physical  
21 access issues.

22 Q. Did she give you any other reasons?

23 A. The other reason she gave me was that when I sent out my  
24 original letter exposing the two issues that needed to be  
25 resolved, that the letter had been signed EOIR interpreters

1 and that I was not an EOIR interpreter. In reality, I was a  
2 SOSi interpreter.

3 Q. These two issues with regard to the simultaneous  
4 equipment and easier access to the federal building, did she  
5 ever -- after you had reached out to her, did she ever send  
6 out mass emails to interpreters giving them updates on the  
7 simultaneous equipment and how to keep it charged?

8 A. What kind of memos? I'm sorry.

9 Q. Emails to interpreters, not just you, on the  
10 simultaneous equipment and issues with maintaining --

11 A. Yes.

12 Q. -- the simultaneous equipment?

13 Had she ever told you before that it was inappropriate  
14 that you signed the letter on behalf of the EOIR  
15 interpreters?

16 A. Inappropriate?

17 Q. Yes.

18 A. No.

19 Q. Had she ever told you before that you had cost SOSi a  
20 lot of time and effort on the simultaneous equipment issue?

21 A. No.

22 Q. Had she ever told you before that it caused SOSi a lot  
23 of time and effort on the access to the federal building  
24 issue?

25 A. No.

1 Q. What did you say when she told you this?

2 A. I explained that I understood her reasoning. However,  
3 because of my long association with SOSi and the prior  
4 contractor, my excellent qualifications and the high quality  
5 work that I perform for SOSi, she might want to consider  
6 retaining me for further services.

7 Q. Did you say you wanted to continue working for SOSi?

8 A. Yes.

9 Q. What did she say when you told her this?

10 A. She responded that at that time, they were extremely  
11 busy sending out what they called RFQs to the interpreters,  
12 and she could not deal with my request until that process had  
13 been completed.

14 Q. Did you -- did the conversation end after this?

15 A. Pretty much, yes.

16 Q. Did you follow up with her again?

17 A. Yes.

18 Q. And when did you follow up with her? Do you recall?

19 A. It would have been August, September, October of 2016.

20 Q. And was this by email or by phone?

21 A. Both.

22 Q. And what did you follow up with her about?

23 A. I followed up with her on just asking her whether now  
24 that all of the RFQs have been sent and received, whether she  
25 could deal with my request to have a contract sent to me to

1 continue providing services to SOSi.

2 Q. And what did she say?

3 A. I --

4 Q. If you recall.

5 A. Um-hum. I recall a very curt email finally that I  
6 received just stating that the decision had been made not to  
7 renew my contract and that she considered that the issue had  
8 been resolved.

9 Q. Had you ever gotten any complaints about the quality of  
10 your work?

11 A. No.

12 Q. Have you worked for SOSi since your contract has  
13 expired?

14 A. No.

15 Q. Did you receive an unemployment award?

16 A. Yes.

17 **(General Counsel's Exhibit 228 marked for identification.)**

18 Q. BY MS. HADDAD: I'd like to show you what has been  
19 marked as GC Exhibit 228. Please take a look at both pages.

20 Is this the unemployment determination and award that  
21 you received?

22 A. Yes, it is.

23 MS. HADDAD: Move to admit GC Exhibit 228.

24 MR. ROBERTS: Same objection as previous.

25 JUDGE ROSAS: The same reasons as stated in previous

1 rulings. The objection's overruled. I'll give it such  
2 weight as it warrants. General Counsel's 228 is received.

3 **(General Counsel's Exhibit 228 received in evidence.)**

4 Q. BY MS. HADDAD: And just to be clear, is this employment  
5 with the Illinois Department of Employment Security?

6 A. Yes.

7 MS. HADDAD: All right. Your Honor, nothing further.

8 JUDGE ROSAS: Charging Party?

9 MS. BRADLEY: Nothing for this witness, Your Honor.

10 JUDGE ROSAS: Okay. Respondent, cross-examination.

11 **Let's go off the record.**

12 **(Off the record from 11:15 a.m. to 11:30 a.m.)**

13 **JUDGE ROSAS: All right. Back on the record.**

14 Cross-examination by Respondent.

15 **CROSS-EXAMINATION**

16 Q. BY MR. ROBERTS: Good morning, Ms. Morris.

17 A. Good morning.

18 Q. When did you first start interpreting or become kind of  
19 an interpreter?

20 A. Where or when?

21 Q. When?

22 A. In 1979.

23 Q. And what languages do you interpret?

24 A. Spanish.

25 Q. When you first started, how did you get started as an

1 interpreter?

2 A. I got started as an interpreter due to the fact that I  
3 had recently moved to South Texas from Saltillo, Mexico,  
4 where I had been living at the time. I was looking for  
5 employment, and I discovered that the U.S. District Court in  
6 Brownsville was looking for an additional staff interpreter.  
7 So I applied for the position.

8 Q. And did you have to go through any kind of training or  
9 any kind of -- were you certified at that time?

10 A. At that time, certification was still not required in  
11 U.S. District Court.

12 Q. Okay. And so what qualifications did you have to have  
13 at that time to get that job?

14 A. To be able to understand, speak, read and write both  
15 languages, English and Spanish, fluently.

16 Q. Had you had any training or schooling in interpreting?

17 A. At the time that I accepted my first position, I had  
18 not. However, I grew up in Mexico.

19 Q. And did you receive any training in the United States  
20 District Court there when you -- I assume you got that job?

21 A. I did. I guess I received on-the-job training by my  
22 colleague, the other staff interpreter.

23 Q. Okay. So you were a staff interpreter. You were  
24 treated as an employee of the federal courts?

25 A. Yes.

1 Q. And how long did you continue in that position?

2 A. I continued in that position until roughly 1981.

3 Q. And what happened in 1981?

4 A. In 1981, by that time, I had obtained my federal court  
5 certification and was looking for other professional  
6 opportunities, thinking of going to graduate school but did  
7 resign from that position ultimately in favor of working for  
8 a brief period of time for the county court system in  
9 Brownsville.

10 Q. Okay. Were you in an employee of the county, or were  
11 you a freelance interpreter?

12 A. I was an employee.

13 Q. And your certification, what was involved in obtaining  
14 that federal court certification?

15 A. I had to pass a rigorous written examination in English  
16 and Spanish as well as oral examination in English and  
17 Spanish.

18 Q. All right. So you were at the Brownsville County Courts  
19 from 1981 to when?

20 A. Until 1983.

21 Q. And what happened in 1983?

22 A. In 1983 I decided to start my master's program at what  
23 was then known as Monterey Institute of International  
24 Studies.

25 Q. Okay. And was that in Texas?

- 1 A. No.
- 2 Q. Where was that?
- 3 A. That was in Monterey, California.
- 4 Q. And what was that? You actually attended courses. It
- 5 was not online. It was an actual --
- 6 A. We attended courses.
- 7 Q. Okay. And was it a full-time program or a part-time
- 8 program?
- 9 A. Full-time.
- 10 Q. And how long did it take to get that degree or whatever
- 11 you got?
- 12 A. Two years.
- 13 Q. And what did you come out of there with?
- 14 A. A master's in interpretation and translation.
- 15 Q. Okay. And that 2 years of courses, what kind of courses
- 16 did you take during that time period?
- 17 A. We took all types of legal and other written translation
- 18 classes in technique as well as many classes to learn the
- 19 proper technique for consecutive, simultaneous, and site
- 20 interpretation.
- 21 Q. Okay. And when you -- you graduated or got your degree
- 22 when?
- 23 A. This would have been in May of 1987.
- 24 Q. And what did you do professionally at that point?
- 25 A. At that point, I accepted to come and work as a



1 contractor for the California Central District Court.

2 Q. And when you say to work as a contractor, you were  
3 treated as an independent contractor, not an employee of the  
4 court?

5 A. Correct.

6 Q. And so how did that work? How did you get assignments?

7 A. It was brought to my attention that there would be  
8 regular work were I to move to the area, which I did upon  
9 graduation, and we would be contacted by the director of  
10 interpretation services for assignments.

11 Q. Okay. And did you -- you had the ability to accept or  
12 reject assignments as you deemed appropriate?

13 A. Yes.

14 Q. Okay. Were you -- at that time, were you taking  
15 assignments from anyone other than the federal courts?

16 A. Very occasionally.

17 Q. And how long did you continue in that independent kind  
18 of role?

19 A. For almost 10 years.

20 Q. Ten years?

21 A. Ten years.

22 Q. Okay. And so that would take us to what year?

23 A. This would take us up to 1994.

24 Q. Okay. And what did you do professionally in 1994?

25 A. In 1994 I decided to move back to the Midwest area and

1 seek professional opportunities up here -- up there.

2 Q. Professional opportunities -- professional interpreting  
3 opportunities?

4 A. Yes.

5 Q. Okay. And how did you go about doing that?

6 A. I went about doing that by contacting the District Court  
7 in the Illinois Northern District as well as the Cook County,  
8 Illinois court system.

9 Q. And did you -- you said you performed work for both of  
10 those, the federal courts -- the Federal District Courts and  
11 the Cook County Court. Were you deemed an employee of both  
12 of those, or did you work as an independent contractor?

13 A. In U.S. District Court, always on a contractor basis.  
14 For the Cook County Courts, there came a time past which we  
15 were classified as employees.

16 Q. And so originally with the Cook County Courts, you were  
17 treated as an independent contractor?

18 A. Yes.

19 Q. And then at some point, they said that you were now  
20 employees of the state or the county?

21 A. Yes.

22 Q. But you continued to work for the Federal District  
23 Courts in Illinois --

24 A. Yes.

25 Q. -- while you were working for Cook County?

1 A. Correct.

2 Q. Okay. And you have continued, even while you were at  
3 SOSi, you continued to work for both the Federal District  
4 Court and the Cook County Courts?

5 A. Yes.

6 Q. Okay. Are there any other -- let's talk about the time  
7 period of really at EOIR Courts since you've been with either  
8 Lionbridge or SOSi. You said that was sometime in 2012, I  
9 believe. Is that correct?

10 A. Yes.

11 Q. And when in 2012, if you recall?

12 A. Probably around spring or summer of that year.

13 Q. And how did you become aware of the EOIR Court work?

14 A. Through a federally certified colleague.

15 Q. Were there any other agencies or courts or entities that  
16 you were performing -- since you've been at the EOIR Courts  
17 starting mid or the spring of 2012, are there any other  
18 agencies, entities, persons you performed interpreting  
19 services for other than the Federal District Court and Cook  
20 County?

21 A. Yes.

22 Q. And who are they?

23 A. One of them was the TransPerfect translation agency, and  
24 there might have been a couple of other such agencies, the  
25 names of which I don't recall right now.

1 Q. Okay. And how frequently and during what time period  
2 did you perform services for them?

3 A. Sporadically, since I moved to the Chicago area.

4 Q. Have you continued to perform services for them while  
5 you were working for the Lionbridge and SOSi?

6 A. Yes.

7 Q. Do you use -- are you familiar with something known as  
8 Interpreters USA?

9 A. No.

10 **(Respondent's Exhibit 14 marked for identification.)**

11 Q. BY MR. ROBERTS: I want to show you what I've marked for  
12 identification as Respondent's Exhibit 14. Are you familiar  
13 with -- it's a listing of some type and has your name on it.  
14 Are you familiar with this?

15 A. No.

16 Q. So you don't know how your name came to be listed on  
17 Interpreters USA?

18 A. No.

19 Q. Okay. All right. Thank you.

20 MR. ROBERTS: I will not be offering it since she can't  
21 identify it.

22 Q. BY MR. ROBERTS: Let's talk about SOSi. When you first  
23 heard about SOSi, I believe you said it was sometime in the  
24 summer of -- there were rumors going around that SOSi might  
25 replace Lionbridge, correct?

- 1 A. Yes.
- 2 Q. And you said you were initially offered by someone \$53
- 3 an hour, right?
- 4 A. Yes.
- 5 Q. And do you recall who that was?
- 6 A. It was by a recruiter, Ted Meade.
- 7 Q. Recruiter --
- 8 A. The gentleman was Ted Meade.
- 9 Q. Okay. And did you have -- how did you communicate with
- 10 him? Was that by email, phone, or both?
- 11 A. Both.
- 12 Q. And how many communications either by email or phone did
- 13 you have with Mr. Meade?
- 14 A. Probably 20 to 25 around.
- 15 Q. And what was the -- in general, the 20 to 25
- 16 conversations, what were the two of you discussing in those
- 17 communications?
- 18 A. We were discussing about the possibility of my starting
- 19 to work with SOSi.
- 20 Q. Okay. And did that include negotiating what the terms
- 21 of that relationship would be?
- 22 A. Yes.
- 23 Q. Okay. And did you make any specific proposals yourself?
- 24 A. Yes.
- 25 Q. And what proposals did you make to Mr. Meade?

1 A. As I recall, I proposed to him the rates that were  
2 ultimately placed in my contract.

3 Q. So your initial proposal was for \$201 for a half day and  
4 \$320 for a full day?

5 A. It was close to those amounts.

6 Q. Was it an hourly proposal, or was it a half day/full day  
7 proposal?

8 A. Half day, full day.

9 Q. Okay. And had you -- before making that proposal, had  
10 you had discussions or communications with other interpreters  
11 about what you would propose or would not propose?

12 A. In very general terms, yes.

13 Q. The \$201, I mean that seems a little odd number in the  
14 sense that it's not a round number. How did you come up with  
15 that?

16 A. It's not a figure that I definitively came up with, me  
17 personally.

18 Q. Okay. Well, how -- if you know, who arrived at that  
19 number, and how was it derived?

20 A. It's my understanding that it was derived at by either  
21 Mr. Meade or maybe his supervisor.

22 Q. Okay. But I thought you said you were the one who  
23 proposed the half day/full day rates?

24 A. I was.

25 Q. You don't have any other recollection then of how that

1 came about?

2 A. No.

3 Q. Okay. Was that proposal that you made, whatever it was,  
4 was it before or after he made the proposal for \$53 an hour?

5 A. After.

6 Q. When he made the proposal for \$53 an hour, was there any  
7 discussion of what minimum number of hours you would be  
8 guaranteed on any particular assignment?

9 A. Not specifically.

10 Q. Okay. So eventually these back and forth negotiations  
11 with Mr. Meade, is that -- was there anyone else that you had  
12 negotiations with about the terms of your ICA?

13 A. No.

14 Q. And at some point, and you're not exactly sure how it  
15 was derived, but at some point, there was the numbers \$201  
16 for a half day and \$320 for full day were agreed upon by you  
17 and Mr. Meade?

18 A. Yes.

19 Q. And the ICA that you were shown that you signed, and I  
20 think is General Counsel's 222, that does contain all the  
21 terms that you and Mr. Meade agreed upon?

22 A. Yes.

23 Q. Okay. And in your discussions with Mr. Meade, you  
24 and -- there was an understanding, right, that you would be  
25 deemed an independent contractor, correct?

1 A. Yes.

2 Q. Did you -- I think you said that -- well, I know that  
3 there's no travel terms in this particular contract, right?  
4 There's no provision regarding travel pay, right?

5 A. May I refer to the contract?

6 Q. Okay. Just look at page 1, and I'll rephrase my  
7 question. Paragraph 4 says, "Local travel expenses will not  
8 be reimbursed. In cases where travel is required,  
9 reimbursement of travel costs will be negotiated on a case-  
10 by-case basis." Did you discuss that specifically with  
11 Mr. Meade, that there would be individual negotiations on  
12 travel?

13 A. I don't recall.

14 Q. And I believe you said you were only rarely offered any  
15 kind of travel assignment, correct?

16 A. Yes.

17 Q. And I know you said that you couldn't recall turning one  
18 down, but is it true you can't really recall ever accepting  
19 one either, right?

20 A. I don't understand your question.

21 Q. Well, you said -- I understood you to say that you never  
22 took travel cases. Is that incorrect?

23 A. Yes.

24 Q. You did take travel cases?

25 A. No.



1 Q. So you never took any travel cases that you specifically  
2 recall. Is that correct?

3 A. Yes.

4 Q. Okay. In your Independent Contractor Agreement, which  
5 is GC-222, and at the back, if you go to some of the  
6 attachments, there's a Code of Professional Responsibilities.  
7 This is toward the back which you signed on December 1, 2015.  
8 And there's some kind of guidelines that you also signed that  
9 day. Do you see that?

10 A. I'm looking for them.

11 Q. Okay. They're really -- they're not -- they're like the  
12 last four to five -- five to six pages in from the back.

13 A. Would you mind repeating your question?

14 Q. I hadn't really asked it. I just wanted you to find  
15 that. You have found that?

16 A. I found an Acknowledgement of Receipt of SOSi's Code of  
17 Business Ethics --

18 Q. Move back, continue back. The document before that,  
19 there's some blank pages in there, but if you go back, there  
20 appears to be some instructions about do not speak to aliens,  
21 do not enter the court's administrative area. Do you see  
22 that page?

23 A. Yes.

24 Q. And that's your signature down there?

25 A. Yes.

1 Q. And then there's another blank page, and if you go back,  
2 there's what appears to be a Code of Professional  
3 Responsibility. You signed that, too, correct?

4 A. Yes.

5 Q. Had you signed -- when you worked for the Federal  
6 District Courts either in Texas or in Illinois, were you  
7 required to sign a Code of Professional Responsibility?

8 A. I don't recall.

9 Q. Had you ever seen a -- when you were with Lionbridge,  
10 were you required to sign a Code of Professional  
11 Responsibility?

12 A. I don't recall.

13 Q. I want to ask you about the complaints that you  
14 registered about -- that you had all the discussions with  
15 Claudia Thornton about, either by email or by phone. And  
16 those, correct me if I'm wrong, but as I understood it, there  
17 were two basic issues. One was the state of the -- the  
18 condition of the equipment that was in the courtrooms. Was  
19 that one of them?

20 A. Yes.

21 Q. And the other was difficulty in accessing the  
22 courtrooms, particularly at the facility where detainee cases  
23 were heard?

24 A. Yes.

25 Q. Okay. And were there any other -- I mean were those the

1 two significant issues that you were trying to deal with her  
2 with?

3 A. Yes.

4 Q. Okay. And did she -- I know you had a lot of  
5 communications, and we all can read these ourselves, but did  
6 she tell you that with respect to the equipment issues --  
7 well, did you understand that the equipment issues, that the  
8 courts actually owned the equipment, that they were not  
9 SOSi -- SOSi did not own or control the equipment?

10 A. No.

11 Q. You did not understand that?

12 A. No.

13 Q. Did Ms. Thornton at some point advise you that that was  
14 the case?

15 A. No.

16 Q. Well, when she told -- when you spoke about that issue,  
17 she told you that she was going to work with the courts to  
18 see if she could resolve that, correct?

19 A. Yes.

20 Q. So you understood that she was dependent upon the  
21 courts -- that she didn't personally control whether they got  
22 fixed or not, right?

23 A. No.

24 Q. You didn't understand that?

25 A. No.

1 Q. Did you have equipment -- similar equipment when you  
2 performed services for Cook County and the U.S. District  
3 Courts?

4 A. Yes.

5 Q. And the equipment that you had in the EOIR Courts was, I  
6 take it, in worse condition, but was it essentially the very  
7 same equipment?

8 A. It was similar.

9 Q. With respect to the issue -- well, I'd like -- if you'd  
10 look at General Counsel's 226, it's a series of emails, but  
11 the first page in particular, and there's an email, the one  
12 that starts, "Hello, Everyone." Have you found that?

13 A. Yes.

14 Q. Okay. If you'll look at -- go down to the fourth  
15 paragraph where it says, "On the issue of equipment  
16 tampering, she is working with EOIR to assign someone (not an  
17 interpreter) to monitor the status of the equipment before  
18 and after every hearing that Herman is assigned to." Who is  
19 Herman?

20 A. Herman Real is one of our Spanish interpreters in EOIR  
21 Court.

22 Q. Is he a staff interpreter?

23 A. No.

24 Q. He was through SOSi?

25 A. Yes.

1 Q. Was there a complaint that Herman was damaging the  
2 equipment?

3 A. Yes.

4 Q. And if you go down to -- and you make some comments, but  
5 if you go down to the sixth paragraph where it says, "It is  
6 not our job, nor SOSi's job, to teach him simultaneous  
7 technique, or about equipment use." What was that statement?  
8 Was that based on some discussion with Ms. Thornton?

9 A. No.

10 Q. That was just something that you said that you believed  
11 on your own?

12 A. Yes.

13 Q. Okay. And the next sentence says, "Ms. Thornton pointed  
14 out that SOSi does not disqualify interpreters. If Herman is  
15 disqualified, it would have to come from a judge." Did you  
16 and Ms. Thornton specifically discuss that?

17 A. No.

18 Q. Well, you say in here, "Ms. Thornton pointed out that  
19 SOSi does not disqualify interpreters." So you're testifying  
20 that she did not point that out?

21 A. I don't recall.

22 Q. Would you have any reason to doubt -- when you wrote,  
23 "Ms. Thornton pointed out that SOSi does not disqualify  
24 interpreters," do you have any reason to doubt that that was  
25 accurate at the time you wrote it?

1 A. With apologies, I don't understand your question.

2 Q. You acknowledge that you wrote that sentence, correct,  
3 that "Ms. Thornton pointed out that SOSi does not disqualify  
4 interpreters," right?

5 A. Yes.

6 Q. And at the time you wrote it, you were trying to be  
7 truthful, correct?

8 A. Oh, yeah.

9 Q. The issue with respect to access to the courtrooms, did  
10 Ms. Thornton point out that Homeland Security was the one who  
11 set those policies?

12 A. She stated that.

13 Q. A couple more questions, Ms. Morris. Going back to your  
14 discussions with Ted Meade regarding the terms of your  
15 Independent Contractor Agreement, that you had discussions  
16 about rate, were there any other issues or concerns that you  
17 discussed with Mr. Meade?

18 A. The major one was SOSi's desired 6-hour cancellation  
19 policy.

20 Q. Okay. And this was something Mr. Meade brought up, that  
21 they could cancel cases up to 6 hours before a hearing  
22 without paying. Was that what he was proposing?

23 A. Yes.

24 Q. And was that changed in any fashion in your -- that  
25 provision does not appear in your ICA, does it?

1 A. No.

2 Q. And you have a 24-hour -- at that time, did you have a  
3 24-hour cancellation policy?

4 A. Yes.

5 Q. Meaning that your case could be canceled, but if it was  
6 canceled within 24 hours, you would get paid for it, correct?

7 A. Correct.

8 Q. One question. Did you ever perform work for someone --  
9 an entity known as Berlitz GlobalNet, Inc.?

10 A. I don't recall.

11 Q. And the reason I ask is on General Counsel's 228, which  
12 is the unemployment finding, there's a reference in the  
13 fourth quarter of 2015 to having worked for Berlitz GlobalNet  
14 and earning roughly \$4,000 during the fourth quarter. Do you  
15 know what -- who were you working for through into the fourth  
16 quarter of 2015?

17 A. For Lionbridge.

18 Q. Oh, that's the name that they were using at that time or  
19 that's what you were -- whatever -- well, did your pay stub  
20 show that name?

21 A. I don't recall.

22 Q. Okay. But Lionbridge was who you were working for in  
23 the fourth quarter of -- up until the December 1st that was?

24 A. Yes.

25 MR. ROBERTS: Okay. All right. I don't have any other

1 questions.

2 JUDGE ROSAS: Any redirect?

3 MS. HADDAD: Just briefly.

4 **REDIRECT EXAMINATION**

5 Q. BY MS. HADDAD: Let's take a look at your Independent  
6 Contractor Agreement, GC-202. Did you negotiate every single  
7 paragraph?

8 A. No.

9 Q. Did you negotiate that it would be called an Independent  
10 Contractor Agreement?

11 A. No.

12 Q. You just said that he did not give you travel cases.  
13 Did you try to accept travel cases when you worked for SOSi?

14 A. The situation didn't come up like that exactly.

15 Q. How did it come up?

16 A. It would only come up very occasionally on a last minute  
17 basis, inquiring as to my rates to travel to certain cities  
18 on short notice.

19 Q. And would you give your rates?

20 A. Yes.

21 Q. And would they pick you?

22 A. No.

23 Q. Did they make a counteroffer?

24 A. Yeah.

25 Q. Would you accept?



1 A. No.

2 MS. HADDAD: Okay. Nothing further, Your Honor.

3 JUDGE ROSAS: Any follow-up?

4 MR. ROBERTS: No.

5 JUDGE ROSAS: No, the Charging Party?

6 MR. ROBERTS: I'm sorry.

7 MS. BRADLEY: No, nothing for this witness, Your Honor.

8 MR. ROBERTS: Nothing, Your Honor.

9 JUDGE ROSAS: All right. Thank you, ma'am. You're  
10 excused.

11 THE WITNESS: Sure.

12 JUDGE ROSAS: Don't discuss your testimony with anyone  
13 until you're advised by counsel that the case is closed.  
14 Thank you.

15 **(Witness excused.)**

16 JUDGE ROSAS: Do you need a minute before your next  
17 witness?

18 MS. HADDAD: Yes, Your Honor. We'd actually -- before  
19 we -- we'd like to take care of some Joint Exhibit issues.

20 **JUDGE ROSAS: Okay. Off the record.**

21 **(Off the record from 12:01 p.m. to 12:12 p.m.)**

22 **JUDGE ROSAS: On the record.**

23 Counsel, I see a couple of documents up here in the  
24 nature of joint stipulations. Can you describe it for the  
25 record?

1 MS. HADDAD: Yes, Your Honor. Counsel for the General  
2 Counsel, counsel for the Respondent, and counsel for the  
3 Charging Party have entered into what is Joint Exhibit 1, and  
4 a large number of exhibits that are attached as Joint Exhibit  
5 1(a) through I believe (iii). We've also entered into Joint  
6 Exhibit 2. The stipulation describes that they're  
7 authenticated and admitted.

8 **(Joint Exhibits 1, 1(a) through 1(iii), and 2 marked for**  
9 **identification.)**

10 MS. HADDAD: And at this time, General Counsel moves to  
11 admit Joint Exhibit 1, with all the accompanying exhibits,  
12 and Joint Exhibit 2 into the record.

13 MR. ROBERTS: No objection. We do have a protective  
14 order with respect to certain exhibits that contain  
15 confidential company information, and I think she's going to  
16 address that, too.

17 MS. HADDAD: Yes, Your Honor. We're signing a  
18 protective order that the General Counsel does not object to  
19 the terms of his protective order. I believe Mr. Roberts is  
20 going to explain what documents.

21 MR. ROBERTS: There's certain exhibits or documents that  
22 I think we're all in agreement would be subject to the  
23 protective order, specifically Joint Exhibit 1(f) as in  
24 Frank, which is the modification for -- it's a contract  
25 between SOSi and the government, and while certain terms have

1 been redacted, there are other provisions that will be deemed  
2 of a highly proprietary confidential nature. So we would  
3 include that one.

4 Joint Exhibit 1(ggg), which is a 2017 or '16 -- excuse  
5 me -- 2017 spreadsheet which contains extensive  
6 individualized wage data or rate data would be highly  
7 confidential and proprietary to the Company, and also Joint  
8 Exhibit 1(fff), which is a similar spreadsheet but for 2016.

9 We would propose that those three exhibits for now be  
10 subject to the protective order. If there are other exhibits  
11 that may come up, we'll deal with them at that time.

12 MS. HADDAD: No objection from General Counsel, Your  
13 Honor.

14 JUDGE ROSAS: So you're going to draft the protective  
15 order. You have it, okay. Circulate it.

16 **(Joint Exhibit 1(f), 1(fff), and 1(ggg) under protective**  
17 **order.)**

18 MS. HADDAD: Can we go off the record one moment, Your  
19 Honor?

20 **JUDGE ROSAS: Sure, off the record.**

21 **(Off the record from 12:15 p.m. to 12:19 p.m.)**

22 **JUDGE ROSAS: Let's go on the record.**

23 All right. So I have a protective order that's signed  
24 by all three counsel as of today. I will so order that. It  
25 applies to several of the documents as described by counsel

1 contained within the Joint stipulated exhibits. In addition,  
2 what I suggest we do is denominate the, I guess, index of the  
3 Joint Stipulation as Joint Exhibit 1, right?

4 MS. HADDAD: That's correct, Your Honor.

5 JUDGE ROSAS: Okay. I'll have copies for everyone  
6 later.

7 And we're ready to proceed with the next witness.

8 MR. LOPEZ: Okay. Your Honor, pursuant to Federal Rule  
9 of Evidence 611(c), we would like to call Mr. Charles  
10 O'Brien.

11 JUDGE ROSAS: Okay. Please raise your right hand.  
12 (Whereupon,

13 **CHARLES B. O'BRIEN**

14 was called as a witness by and on behalf of the General  
15 Counsel and, after having been first duly sworn, was examined  
16 and testified as follows:)

17 JUDGE ROSAS: All right. Please have a seat. State and  
18 spell your name and provide us with an address.

19 MR. LOPEZ: Your Honor, I just want to clarify that the  
20 Joint Exhibits have been admitted.

21 JUDGE ROSAS: Everything's admitted, yes.

22 **(Joint Exhibits 1, 1(a) through 1(iii), and 2 received in**  
23 **evidence.)**

24 JUDGE ROSAS: Go ahead. Name spelled and address.

25 THE WITNESS: Charles B. O'Brien, O-'-B-r-i-e-n.

1 Address 14008 Garrow, G-a-r-r-o-w, Court, Bristow, Virginia,  
2 Bristow, B-r-i-s-t-o-w, zip code 20136.

3 MR. LOPEZ: And, Your Honor, General Counsel and  
4 Respondent have stipulated that Mr. O'Brien is a 2(11)  
5 supervisor under the National Labor Relations Act.

6 MR. ROBERTS: We so stipulate.

7 **DIRECT EXAMINATION**

8 Q. BY MR. LOPEZ: Mr. O'Brien --

9 A. Good morning.

10 Q. -- good morning. As you've seen during your time during  
11 this hearing, I tend to get a little discombobulated. So if  
12 I --

13 JUDGE ROSAS: You have to yell a little louder.

14 Q. BY MR. LOPEZ: If my questions are unclear, please just  
15 let me know, and I'll try to rephrase or restate the  
16 question.

17 MR. ROBERTS: Can you speak louder?

18 MR. LOPEZ: Sorry. Okay.

19 Q. BY MR. LOPEZ: So, Mr. O'Brien, you were present in the  
20 hearing room for most of the proceedings --

21 A. Correct.

22 Q. -- so far, correct? And was that all of it or just  
23 parts of that?

24 A. In Los Angeles 2 weeks ago and then today.

25 Q. Okay. And so you were present throughout the testimony

1 of all of the discriminatees and witnesses that General  
2 Counsel has provided?

3 A. Yes.

4 Q. And have you reviewed anything to prepare for today's  
5 testimony?

6 A. Just normal documents for the program.

7 Q. Okay. Have you reviewed any transcripts of the earlier  
8 proceedings?

9 A. I have not.

10 Q. Okay. And you work for SOS International, LLC, correct?

11 A. Yes.

12 Q. And how long have you worked there?

13 A. Since July of 2015.

14 Q. And was that consecutively?

15 A. I'm sorry. July 2016.

16 Q. Was that the first time you worked for SOS  
17 International?

18 A. Yes.

19 Q. And what positions have you held there?

20 A. I was an operations manager, and then my current  
21 position is a senior program manager.

22 Q. And when did you become senior program manager?

23 A. October 31, 2016.

24 Q. And do you know who held your position before you  
25 accepted it?

1 A. It was kind of jointly held between Martin Valencia and  
2 Claudia Thornton.

3 Q. Until you took over on October 31, 2016?

4 A. Correct.

5 Q. And in your current position, what are your primary  
6 duties?

7 A. To ensure success of the program, from a client  
8 perspective, from a company perspective, and then ultimately  
9 the client, and that goes down to the courthouses and  
10 immigration system and our part of that. I kind of  
11 characterize that primarily on performance, schedule, and  
12 costs, so we make sure that we deliver the requirements of  
13 the contract, on schedule, to proper quality and fulfillment  
14 rates, and then for costs, and that includes profit and loss  
15 for the Company.

16 Q. And by program, you mean the DOJ-SOS International --

17 A. That's correct.

18 Q. And do you report to anyone at SOS International?

19 A. To Stephen Iwicki, who is the senior vice president for  
20 Intel Solutions Group.

21 Q. What is Intel Solutions Group?

22 A. That's one of the two business units, primary business  
23 units of SOS International.

24 Q. So it's under the umbrella of SOS International?

25 A. Correct. It's an organic part of the Company.

1 Q. Are you in charge of any other contracts that SOSi  
2 holds?

3 A. No.

4 Q. So your sole responsibility at SOSi is ensuring the  
5 success of the DOJ-SOS International contract?

6 A. That's correct. So DOJ LIS, Language Interpreter  
7 Services, and that's the name that's on the contract.

8 Q. So as a senior program manager, you're aware of the  
9 terms of the DOJ-SOSi contract?

10 A. Correct.

11 Q. And you're aware of what terms SOSi's required to comply  
12 with?

13 A. Correct.

14 Q. And you're aware of what terms in the DOJ-SOSi contract  
15 SOSi is required to apply to interpreters?

16 A. Correct.

17 Q. So besides the DOJ contract, is SOSi involved in other  
18 types of language contracts?

19 A. Yes.

20 Q. With who?

21 A. With DEA, ICE, DoD, other government agencies.

22 Q. Are the interpreters under those contracts also  
23 independent contractors?

24 A. As far as I know.

25 Q. As far as SOSi's positions. And the sole purpose of



1 SOSi's involvement in the DOJ contract is to provide  
2 interpretation services, correct?

3 A. Interpretation and translation.

4 Q. Translation services. When was SOSi first awarded the  
5 language or interpreter and translation services contract?

6 A. Summer of 2015.

7 Q. And do you know when SOSi was to begin performing that  
8 contract?

9 A. I believe it was 1 September, although the date may have  
10 been adjusted, and that would have been reflected in the  
11 period of performance in the contract.

12 Q. When did SOSi actually begin performing under the  
13 contract?

14 A. October, November, and it went nationwide in December.  
15 So October, November, it was limited for Philadelphia,  
16 Baltimore.

17 MR. ROBERTS: Can you keep your voice up, please?

18 THE WITNESS: Yes.

19 Q. BY MR. LOPEZ: Why didn't it begin, the contract, at the  
20 time in September when it was supposed to?

21 A. So what I've been told is implementation complications,  
22 and so generally that -- we didn't have the appropriate  
23 number of interpreters on board to be able to perform  
24 nationwide.

25 Q. How did SOSi ultimately get enough interpreters to meet

1 its duties under that contract?

2 A. Through various acquisition procedures, recruiting, et  
3 cetera.

4 Q. Can you describe some of them, please?

5 A. So, first, you gather the incumbents who are working the  
6 Lionbridge contract and see if they would like to become  
7 independent contractors for SOSi, performing the same type of  
8 work that they're performing with Lionbridge. So that's  
9 obviously the upfront. The majority of -- they're already  
10 working the contract, but even now we still reach out to  
11 Lionbridge incumbents, and then normal recruiting procedures  
12 to find qualified interpreters in all the various markets in  
13 and around the country. So the usual, Indeed, LinkedIn,  
14 other social media type platforms for recruiting and  
15 acquisition.

16 Q. And when SOSi was able to postpone the beginning of  
17 their performance of the contract, who did they have to get  
18 permission from to do that, or did they have to get  
19 permission?

20 A. Yeah, it would have been a Department of Justice  
21 decision to do that.

22 Q. Is there anyone in particular who SOSi is in contact  
23 with at the Department of Justice?

24 A. Yeah. So the contracting officer is the primary point  
25 of contact at Department of Justice within the Executive

1 Office of Immigration Review, and then subordinate to that is  
2 the Language Services Unit. So the contracting officer  
3 representative is in the LSU, the Language Services Unit.  
4 That's the primary day-to-day operational point of contact,  
5 and the contracting officer is more of contractual purposes.

6 Q. Has it been the same individuals in those positions  
7 throughout the entirety of this contract?

8 A. The contracting officer has changed. The contracting  
9 officer representative has remained the same.

10 Q. And who is the contracting officer?

11 A. The current one is Pam Pilz, P-i-l-z, Pamela.

12 Q. And that's the contracting officer?

13 A. The contracting officer.

14 Q. Okay. And what about the contracting officer  
15 representative?

16 A. Karen Manna, M-a-n-n-a.

17 Q. I'm going to have you refer to Joint Exhibit 1(h).  
18 That's page 425 of the Joint Exhibit.

19 A. 1(h).

20 Q. Yes. The Bates stamp is at the bottom of the page, or  
21 it should be on the top right corner --

22 A. You said page 425?

23 Q. Yes, sir. I think you mentioned this, but I missed it.  
24 What does DOJ LIS stand for?

25 A. Department of Justice Language Interpreter Services.

- 1 Q. And what does this page reflect?
- 2 A. This reflects the Program Management Office
- 3 organization, so the group responsible for implementation of
- 4 the contract.
- 5 Q. Are these the only positions within the group
- 6 responsible for implementation of the contract?
- 7 A. I mean there's corporate functions that indirectly.
- 8 Q. Okay.
- 9 A. This is the direct route.
- 10 Q. And as far as anyone above this sort of chart, it's just
- 11 Stephen Iwicki that would be --
- 12 A. Yeah. So --
- 13 Q. -- in charge of that?
- 14 A. -- I would report -- I'm there listed as a program
- 15 manager, and I would report to Stephen Iwicki.
- 16 Q. Okay. And there are no other current program managers?
- 17 A. No, not right now.
- 18 Q. What does DPM stand for?
- 19 A. I'm sorry.
- 20 Q. DPM?
- 21 A. Deputy program manager.
- 22 Q. And here it's listed as to be determined. Is that still
- 23 accurate?
- 24 A. Don't know. I mean I'm not sure we're going to get one
- 25 or not.

1 Q. Okay. When was the last time someone occupied that  
2 position?

3 A. Martin Valencia was the deputy last.

4 Q. And what would the duties under that position have been?

5 A. Second in charge, and again since we don't have that as  
6 a position, I'm not quite sure right now, but determine the  
7 roles and responsibilities later.

8 Q. So just based on the structure of this chart, Jenn  
9 Bentzen, Raphy Kasselian, Jessica Hatchette, Billy Blake,  
10 Furugh Dilyar, Max Severinovsky, they all report to you?

11 A. Correct, with Raphy and Jessica being kind of shaded,  
12 and that's why they come out in this printout because they  
13 also report to some other folks. So they're kind of cross-  
14 functional.

15 Q. Who else do they report to?

16 A. Raphy directly to Steve Iwicki, and Jessica to the  
17 director of procurement, who is Ned Lowry.

18 Q. What does these numbers in the circles mean?

19 A. That's the total number of people as of September 18,  
20 2017.

21 Q. So the total number of people in that respective  
22 department?

23 A. In that department, correct.

24 Q. What does REC stand for?

25 A. Recruiting.

- 1 Q. And TST?
- 2 A. Testing.
- 3 Q. PRC?
- 4 A. Procurement.
- 5 Q. And QMT?
- 6 A. Qualify management team.
- 7 Q. Okay. OPS.
- 8 A. OPS or operations.
- 9 Q. What is FBO?
- 10 A. Finance business operations.
- 11 Q. So Jenn Bentzen is the head of the recruiting
- 12 department?
- 13 A. Correct.
- 14 Q. And what are some of her duties?
- 15 A. Acquire independent contractors qualified to fill the
- 16 requirements of the contract.
- 17 Q. And it appears that there are 9 to 12 recruiters on
- 18 there?
- 19 A. It's seven right now. So --
- 20 Q. Under -- what was Raphy Kasselian's position?
- 21 A. He runs out testing functions within the program.
- 22 Q. Just to clarify, those 9 to 12 recruiters then report to
- 23 Jenn Bentzen?
- 24 A. Correct.
- 25 Q. There's one test coordinator?

- 1 A. Correct.
- 2 Q. And is that still the case?
- 3 A. That still is, yes.
- 4 Q. And under Jessica Hatchette, there are -- it says Sub-K
- 5 Admin.
- 6 A. It's subcontracts administrator.
- 7 Q. And --
- 8 A. Which is currently unfilled. So we have five
- 9 procurement specialists working directly for the procurement
- 10 lead.
- 11 Q. What are some of the duties for the procurement lead?
- 12 A. To ensure Independent Contractor Agreements are fully
- 13 executed in accordance with proper U.S. Government, you know,
- 14 rules, regulations, law, compliance. So implement
- 15 procurement procedures properly.
- 16 Q. I'm sorry. What does EOS stand for? You mentioned it
- 17 initially there.
- 18 A. U.S. Government.
- 19 Q. Oh, U.S. Government. I heard EOS, sorry.
- 20 A. Yeah, so U.S. Government.
- 21 Q. Okay.
- 22 A. Federal Acquisition Regulations and stuff like that.
- 23 Q. And the three to five procurement specialists, what do
- 24 they do?
- 25 A. They're trying to get the Independent Contractor

1 Agreements fully executed. So that's reaching out to the  
2 individual independent contractors, ensuring they're  
3 completing the paperwork properly, looking, you know,  
4 proofreading, and stuff like that.

5 Q. The QMT, the quality maintenance --

6 A. Team.

7 Q. -- team.

8 A. Right.

9 Q. What is Billy Blake's -- what does Billy Blake do?

10 A. So he wears a couple of hats. One is just in general  
11 quality management over the program. He plugs into corporate  
12 quality to make sure that, you know, as we're getting ISO  
13 9001 certified, that he's helping our program fit within the  
14 corporate program, et cetera. He also leads the  
15 management -- quality management team, and then you see the  
16 supervisor down below, Sergey. Sergey Romanov does kind of a  
17 day-to-day. So Billy's sort of a little bit higher level,  
18 manager versus supervisor.

19 Q. Okay. What are the quality coordinators on the first,  
20 on the first level do?

21 A. What are they?

22 Q. Yeah, what do they do?

23 A. They're the day-to-day. So they're making sure that, as  
24 recruiters identify potential contract interpreters, that  
25 they're meeting the requirements of the contract, to helping



1 arrange orientation for new contract interpreters to, if we  
2 were doing it, complying with annual evaluations, to ensuring  
3 interpreter master files are complete.

4 Q. Okay. What is Furugh Dilyar doing?

5 A. So operations. He's the operations manager. That's our  
6 order to fulfillment process. Essentially when we receive  
7 the orders from EOIR, that his team finds contract  
8 interpreters available to perform the interpretation services  
9 or translation services on the order.

10 Q. And under him, SPT?

11 A. Yeah, there's a support team. We have one there right  
12 now and some admin, and she helps facilitate, essentially  
13 lighten the load of Furugh.

14 Q. And Cristina Restrepo, what are her duties?

15 A. She's a travel supervisor. So she runs the travel team  
16 that's arranging for all of the travel requirements of our  
17 contract interpreters who have to do overnight travel.

18 Q. And Elena Ivanova, what are her duties?

19 A. Since she's the regional coordinator supervisor, she  
20 supervises the team of regional coordinators. We have 17 of  
21 them. They're the ones actually in the direct day-to-day  
22 contact with the interpreters.

23 Q. There are two senior RCs?

24 A. Yeah, both are to be determined. We still have yet to  
25 figure out if we're going to do that or not.

1 Q. So right now all the regional coordinators report  
2 directly to Elena?

3 A. Reports directly to Elena, yes.

4 Q. And over to Max, Max Severinovsky, what are his duties?

5 A. So primarily as you see underneath him, the AP and AR  
6 functions, so accounts payable. You see COI written next to  
7 that. That's a Certification of Interpretation. That's the  
8 COI forms that are submitted by the contract interpreters,  
9 and they ensure that they get paid, and then the AR, accounts  
10 receivable side is invoicing the government for our  
11 performance of interpretation services under the contract.

12 Q. And what does AR stand for?

13 A. Accounts receivable.

14 Q. Accounts receivable. And what are Yasser Razawy's  
15 duties?

16 A. So each of those two listed are on that team. So Yasser  
17 is the lead for accounts receivable and Esmat for the  
18 accounts payable team.

19 Q. I want to go back to the recruiters. Do recruiters send  
20 out contracts to interpreters?

21 A. No.

22 Q. No. Are there any requirements that an interpreter must  
23 meet before a recruiter reaches out to them?

24 A. I mean I think it would be wise for them to spend their  
25 time going after qualified interpreters so they know the

1 requirements of the contract. But oftentimes you don't know  
2 that from social media or something else. You have to reach  
3 out and clarify their qualifications, et cetera.

4 Q. On your testing coordinator, what testing does SOSi  
5 require at this time?

6 A. So we do screening tests, and then we do basically an  
7 interpreter training program final exam.

8 Q. And what are the criteria to pass either of those tests?

9 A. Get the score of a 3+ on the ILR, international  
10 language -- I'm probably messing up that acronym, but a 3+  
11 score in the screening test and then a 70 percent minimum in  
12 the final exam, the second test.

13 Q. And what does the screening test consist of?

14 A. It's over the phone, just consecutive relay of --  
15 translate this from target language into English and back.

16 Q. Okay. And what's the next step if someone passes the  
17 screening test?

18 A. Then they go into the interpreter training program  
19 component.

20 Q. What does that consist of, interpreter training program?

21 A. It's a review of court procedures, key terminology  
22 utilized in Immigration Courts, simultaneous interpretation,  
23 consecutive interpretation and translation components, and  
24 then final exam.

25 Q. So all interpreters that would like to work for SOSi

1 have to go through that process?

2 A. Not necessarily. So all Lionbridge incumbent  
3 interpreters bypass that and went straight into the ready-to-  
4 work pool. Those who are NAJIT, National Association of  
5 Judiciary Interpreters and Translators, so NAJIT federal- or  
6 state-certified bypass the screening test and go through the  
7 second exam, and then those who are now ones that are  
8 Lionbridge incumbents but it's been a little bit, we have  
9 them go through a screening test just to make sure we have a  
10 language exam on file.

11 Q. And what happens if an interpreter candidate fails the  
12 final test?

13 A. So it depends on their scores and recommendations made  
14 by the evaluators, whether we retest them, and that can be  
15 done either at SOSi's expense or at the interpreter's  
16 expense.

17 Q. And does SOSi conduct that directly?

18 A. We subcontract to the Southern California School for  
19 Interpretation. We also maintain a contract with ALTA, and  
20 I'm not sure of the full name, to do screening tests at times  
21 as well.

22 Q. Did SOSi always do that?

23 A. We used ALTA first and then SCSI for the second test,  
24 and then recently we switched and stopped utilizing ALTA as  
25 the primary for the screening test.

1 Q. So on this chart, who is ultimately in charge of the  
2 final say on what the wage rates will be?

3 A. Ultimately I am. Of course, I report to someone else as  
4 everyone always reports to someone else.

5 Q. So on the bottom line, then there's no discretion to  
6 approve a rate without going through --

7 A. There's certain percentages. We try to decentralize  
8 some decision-making execution or else we'd be bogged down in  
9 endless negotiations.

10 Q. Okay. Under what circumstances would they have that  
11 discretion?

12 A. We set some target market rates which were deemed as  
13 fair and reasonable, and so at recruiting and at procurement,  
14 those managers can approve up to 95 percent of the target  
15 rate, and then between 95 and 100 percent, Max Severinovsky  
16 does the approval. All of that, I'm cc'd on. So essentially  
17 I monitor, and anything over 100 percent, I approve.

18 Q. What are SOSi's current requirements to contract an  
19 interpreter?

20 A. If you're talking about performance of work, it's  
21 everything that's captured in the DOJ contract.

22 Q. Well, I mean to offer them a contract, initially their  
23 first contract. What would the requirements be?

24 A. So, again, do they have 1 year of judicial interpreting  
25 experience or certification at NAJIT federal or state

1 certification, and then a bunch of -- sorry -- and then  
2 either citizen or they have temporary or permanent residence  
3 authorization or that they have been granted asylum, granted  
4 status. Those two are essentially the screening criteria,  
5 and then after that, there are some competencies listed in  
6 the contract, to maintain tone and emotion, adept at English  
7 language, adept at target language, can conduct simultaneous,  
8 consecutive, those sorts of things. So those are all the  
9 requirements in 3.5(c) of the contract. So that's what we  
10 use to identify potential candidates.

11 Q. And can SOSi hire candidates that don't meet that  
12 criteria?

13 A. We could offer a contract to one if we had an exception  
14 or a waiver granted by Department of Justice.

15 Q. Does that happen often?

16 A. Not too often.

17 Q. Are the requirements to go through the screening test  
18 and then the training program and taking the final test to  
19 work for SOSi, is that nationwide?

20 A. Yes. So this contract applies nationwide. I mean we'll  
21 always consider individual conditions for the contractor  
22 interpreter and/or geographical location, language, et  
23 cetera.

24 Q. So the contract that SOSi has with the Southern  
25 California School of Interpretation to provide those

1 services, they do that nationwide as well then?

2 A. That's correct.

3 **(General Counsel's Exhibit 229 marked for identification.)**

4 Q. BY MR. LOPEZ: Okay. So there's a stack with a rubber  
5 band in front of you. We're going to go through the first  
6 few of those. I'd like to show you what's been marked as GC  
7 Exhibit 229.

8 A. What was that again?

9 Q. 229, the screen test candidate criteria.

10 MR. ROBERTS: Excuse me. I don't think we have that  
11 set. Do you?

12 MS. HADDAD: I have it.

13 Q. BY MR. LOPEZ: So this is the screening test criteria  
14 that you mentioned earlier.

15 A. Correct.

16 Q. Who sets up the standards for passing the screening  
17 test?

18 A. I mean ultimately we do with SCSi as a contracted vendor  
19 because we, you know, we have a contract with the Department  
20 of Justice, and so we have to ensure that anything we do  
21 meets the requirements of the contract.

22 Q. Okay. So who designs it initially?

23 A. I mean I think we establish the requirements, and then  
24 we gain proposals from various vendors and awarded a contract  
25 to SCSi.

1 Q. So they had drafted what would be the screen test,  
2 provided it to SOSi, and then ultimately was awarded the --

3 A. Once we established a statement of work and sort of  
4 contracting procedures, that they could then develop a  
5 solution to meet the requirements and then ultimately the  
6 pricing of that.

7 Q. Okay. And after an interpreter candidate takes the  
8 screening test, is there any review by SOSi of that screening  
9 test that's not initially done by Southern California School  
10 of Interpretation?

11 A. Our quality management team will sample, but for the  
12 most part, we review every score as is provided back to us,  
13 and then ultimately between testing and our quality  
14 management team, we'll concur, endorse them, if they pass, to  
15 move onto the next test, or if not, then what we're going to  
16 do about that.

17 Q. How long has the Immigration Training Program been  
18 around?

19 A. How long has ours? Only since the beginning of the  
20 contract minus some time.

21 Q. So from the beginning of the contract, interpreters, a  
22 new interpreter, and it's not the Lionbridge incumbents, had  
23 to go through that training?

24 A. Now, it took several months. That's why I said minus  
25 some time. It took several months for us to get this



1 approved by the government, by the Department of Justice and  
2 implemented at SCSI, and as I said, the screening test was  
3 initially done by ALTA. We just switched over the SCSI for  
4 the screening test this summer.

5 Q. Do you know approximately when the Immigration Training  
6 Program actually was implemented?

7 A. I think May of 2016. I may be off a month or two.

8 Q. Who pays for the Immigration Training Program?

9 A. We do, unless at the ITP or the final exam, they fail,  
10 the candidate has an opportunity to pay for it themselves.

11 Q. And what is the cost of that program?

12 A. I think we're paying 599, but I may be a little off,  
13 \$599 for the online content and the exam.

14 Q. Some interpreters will only have to pay if they fail the  
15 qualifying test?

16 A. If they choose to, yes.

17 Q. So if they fail and they no longer want to proceed with  
18 becoming an interpreter candidate, they don't have to pay for  
19 it?

20 A. That's correct.

21 MR. LOPEZ: I'd like to enter GC-229.

22 MR. ROBERTS: No objection.

23 JUDGE ROSAS: General Counsel's 299 is received.

24 **(General Counsel's Exhibit 229 received in evidence.)**

25 **(General Counsel's Exhibit 230 marked for identification.)**

1 Q. BY MR. LOPEZ: Please take a look at what's been marked  
2 as GC-230. Go over to page 3 here. It's a flowchart  
3 entitled SOSi Immigration Court Training, Interpreter, and  
4 Qualifying Examination. This sort of flowchart on the right  
5 here, that encompasses the different steps in order to take  
6 the qualifying test, correct?

7 A. Okay.

8 Q. I'm sorry. What was your answer?

9 A. Yes. I mean to be honest, I'm not completely familiar  
10 with this. It's just one of many documents within one of my  
11 departments within the program.

12 Q. Okay. Who would be more familiarized with this?

13 A. Testing and then -- testing would be the best.

14 Q. So that would be Raphy Kasselian?

15 A. Correct.

16 Q. So you're not aware of any substantive knowledge as to  
17 the steps here?

18 A. I do. I mean generally if you're quizzing me on a  
19 flowchart, I'm not going to say I know each and every, you  
20 know, block, but I mean we talk about the steps all the time.

21 Q. So the sort of second box going all the way down to the  
22 final test, "If candidate meets the minimum" -- do you see  
23 that -- "minimum language requirements."

24 A. Yes.

25 Q. "The minimum language requirements." Is that the

1 screening test?

2 A. That's correct.

3 Q. Are there any other minimum requirements?

4 A. That testing's looking at? No, not for this. So that  
5 would have been done by the recruiters.

6 Q. Okay. So by the time an interpreter candidate is  
7 getting to that box, they've already been vetted by a  
8 recruiter?

9 A. That's what we strive for. There's always some making  
10 it through, and some who we know need a waiver. We keep  
11 pushing them through while we submit the waiver to the  
12 government.

13 Q. The box right after that, states that there's a \$695 fee  
14 for the training program, and that's paid by SOSi?

15 A. That's correct. All fees are paid by SOSi. These  
16 amounts I would have to look into. We've gone through some  
17 re-pricing with SCSi.

18 Q. But at some point, it was 695?

19 A. Correct.

20 Q. Does SOSi ever get reimbursed any of that fee?

21 A. No.

22 Q. So that just goes straight to Southern California School  
23 of Interpretation?

24 A. Who would reimburse us for it to go to -- I'm confused  
25 by your question.

1 Q. So I guess my question is after you paid -- SOSi has  
2 paid the \$695 fee, there's no way it comes back to SOSi?

3 A. No.

4 Q. Okay. Who sets the passage rate for the final test, the  
5 70 percent or higher?

6 A. We set the minimum scores required, and then SCSi  
7 implements that.

8 Q. And how is that minimum score set?

9 A. It is approved by the Department of Justice.

10 Q. And if an interpreter meets that minimum score or  
11 higher, it looks like that SOSi informs the candidate, and  
12 does that mean that they will automatically get a contract,  
13 or how does that work?

14 A. So we'll move them forward out of testing to procurement  
15 to fully execute a contract. It doesn't mean that they are  
16 going to be able to work on the contract. First of all, the  
17 Independent Contractor Agreement never guarantees any type of  
18 work, but second, they still have to go through another DOJ  
19 requirement to make it into the courts to work.

20 Q. I'm sorry. And that DOJ requirement you're talking  
21 about is the procurement process or --

22 A. No, the first time interpreting evaluation per the  
23 contract.

24 Q. Is SOSi involved in any review of those final scores?

25 A. We will if -- again, through sampling or if there's an

1 anomaly that's identified or any other individual situation  
2 that warrants that we question the results of the test  
3 itself. Our quality management team does periodic reviews  
4 just to make sure that our process is working and standards  
5 are being, you know, adhered to.

6 Q. And can SOSi override the test score after review?

7 A. Yes.

8 Q. If a candidate gets between 60 percent and 69.9 percent,  
9 it states that they can retake the final test within 30 days.  
10 Was SOSi involved in creating that time limit?

11 A. Yeah. Yes, we definitely would have been.

12 Q. And who would have been involved in that?

13 A. I think originally I probably had Martin looking at it a  
14 little bit more, but ultimately I'm the approver of it.

15 So -- it just don't -- I mean if the candidate asked for more  
16 time, we give them more time. We're not rigid on 30 days or  
17 whatever.

18 Q. After that box, on the right of that box, after the --  
19 they can resign you up for that final test, a \$200 fee is  
20 assessed by SCSI. Who pays that?

21 A. So again if -- we'll pay for certain retests, and then  
22 candidates can pay for their own if they want to, if we're  
23 not going to pay for it. For those who score really low, we  
24 may not pay for them to retake.

25 Q. So under what circumstances would SOSi pay for them to

1   retake the test?

2   A.   Again, if it was close, we would look at their  
3   simultaneous, consecutive, and site translation scores,  
4   determine maybe they're just missing, you know, kind of like  
5   the SAT.  If they retake a second or third or fourth time,  
6   are they going to get a better score, but at the same time,  
7   we've got to adhere to our standards.  So we're not lowering  
8   the scores.

9   Q.   Then next -- to the left of the final test, qualifying  
10  test, if someone scores below 59.9 percent, it says they have  
11  to wait at least 6 months before retaking it.

12  A.   Some policy really doesn't -- I mean if someone comes to  
13  me or someone else and says they want to take it sooner,  
14  we'll assess each individual situation.

15  Q.   Who set that 6 month timeline?

16  A.   I'm sure one of us did.  Again, you have to have  
17  standards, but you know, you have to also be realistic.  
18  Individual situations may warrant not waiting the 6 months.

19  Q.   It also mentions that a candidate is suggested to take a  
20  formal interpreting program before retaking the test.  Is  
21  that something that SOSi came up with?

22  A.   I mean that's something that SCSI recommended.  We don't  
23  endorse SCSI or push on to SCSI for any additional training  
24  or anything else.

25  Q.   An interpreter that recognizes that SCSI has this

1 relationship with SOSi would likely attempt to take it at  
2 SCSI?

3 A. They might. Again, we don't get involved.

4 Q. And if the candidate were to attempt or did want to take  
5 the test in a quicker amount of time, 2 months, 3 months, who  
6 would they have to discuss that with?

7 A. They would go directly to Raphy Kasselian. I say  
8 directly. They should go to Raphy Kasselian first, and then  
9 he would bring it up to me, if that situation was presented.

10 Q. And under what circumstances would SOSi approve that?

11 A. A really rare language, someone's very difficult to  
12 find, one of the indigenous languages, really, really tough  
13 to find.

14 Q. So a Spanish interpreter would be more likely to be  
15 denied that lower amount of time?

16 A. Possibly. I mean it honestly hasn't come up to me yet.

17 Q. So there's not a lot of interpreters falling below 59.9  
18 percent?

19 A. No, there are. They're just not like seeking to retake  
20 it within 6 months where it comes to my attention that we  
21 need to bypass that or waive that policy.

22 Q. And is that announced somewhere that they can go discuss  
23 this with Raphy Kasselian to get that waived?

24 A. I think the recruiters probably talk to them at some  
25 point. There's also back and forth communications between

1   Raphy and his one testing coordinator with new candidates.

2   So I'm sure somewhere along the line they're -- that's being  
3   asked and answered.

4   Q.   But you don't know for sure?

5   A.   No.

6   Q.   So do interpreters have to go through that entire sort  
7   of flowchart before they get to the final qualifying test,  
8   take every one of those steps?

9   A.   Without being able to read this directly and not knowing  
10  if there's an if-then clause in each of these statements, I  
11  would say they have to take their training and take their  
12  test, and then that's it.  So if that's what that says,  
13  then --

14  Q.   It doesn't look like there's any exemption.

15  A.   Yeah.  I mean some of those are not the candidate.  It's  
16  the evaluator doing it.  That's why I said.  I mean it's --

17  Q.   I'm sorry.  Could you repeat that?

18  A.   Yeah, like one it says, "Candidate is evaluated by one  
19  of our certified interpreters," et cetera.  It's not the  
20  candidate doing that action there.  It's the evaluator doing  
21  the action.

22  Q.   So it's just the process.

23  A.   Yeah, that's why I'm saying.  It's a process chart.

24  Q.   Does SOSi need to approve a candidate to take the  
25  training program before they take it?



1 A. Yes.

2 Q. How --

3 A. I mean we enter them into the screening test first, and  
4 then from the screening test to the training program, and  
5 then the exam.

6 Q. And SOSi determines after the recruiters and just trying  
7 to find sort of the minimum requirements?

8 A. I'm sorry. Say that again.

9 Q. How does SOSi determine who to get to the screening  
10 test?

11 A. So if the recruiters deem that they meet the  
12 qualifications per the DOJ contract, then we work with them  
13 to find a testing time, because again, they have to sign up  
14 for it.

15 Q. And there's a section here, page 5, turn over to the  
16 next page --

17 A. Is it the one -- you said 5?

18 Q. Page 5, yeah. There's a section that says "Your SOSi ID  
19 Number (if available)."

20 A. Yeah, so there's a vendor ID number. Looking at this,  
21 this is dated January of 2016, and this is an old process,  
22 and that's why I'm a little flat on some of my responses is  
23 because I came in, in October of '16, not January. So I've  
24 reviewed a lot of this, but this is all historical and is  
25 part of a proposal. Proposals don't necessarily constitute

1 what actually gets in place, but what we just talked about is  
2 generally still going on. And part of that is that vendor ID  
3 number. So we used to do it where they would set up the  
4 contract first, and then they did the testing. We switched  
5 the process because we had a lot of people failing their  
6 tests. So we were spending a lot of time on procurement,  
7 doing contract activities. And so that vendor -- that SOSi  
8 ID number would have been the vendor ID number.

9 Q. Was any of this process with screening tests and  
10 Immigration Training Program and then the final evaluation  
11 test, was any of that required by the DOJ contract?

12 A. It was required in -- it was in our proposal, and the  
13 proposal was incorporated. So we had to generally follow the  
14 plan that we had submitted to win the contract. The contract  
15 lays out the requirements, and so our process is meant to  
16 meet those requirements and validate that. So the contract  
17 requires us to show that the contract interpreter is adept at  
18 use of simultaneous interpretation. So we have to show how  
19 can we validate that that is true.

20 Q. Okay. So your proposal was incorporated into the DOJ-  
21 SOSi contract but is not enumerated in the terms of the  
22 contract?

23 A. Correct. And a lot of this is regulated by the daily  
24 contact, the weekly or monthly contact, that I and some of my  
25 folks have with the Language Services Unit, which is the

1 operational, you know, piece of EOIR. And so it's not just  
2 one and done. I mean it's a continuously adapting effort to  
3 satisfy their requirements.

4 Q. So the DOJ is adding new terms?

5 A. Not really adding new terms. It's just how they're  
6 interpreting the contract, how we're interpreting the  
7 contract, and as they do their quality control processes,  
8 they ask more questions which may or may not lead to  
9 modifications of how we do things.

10 Q. Is DOJ involved in any approval of this sort of process  
11 with --

12 A. Yes, all of it.

13 Q. And who is that? Who at DOJ is involved in that?

14 A. Karen Manna, as the COR, would have been. Whether she  
15 did it directly or indirectly, but she's the manager of the  
16 Language Services Unit and the contracting officer  
17 representative.

18 Q. Karen Manna would know who at DOJ was involved in the  
19 creation of this program or in the approval of this program?

20 A. The approval of it, right.

21 Q. And so there was some sort of -- your proposal  
22 encompassed all of this --

23 A. No, I mean it was -- our proposal was different. We had  
24 some issues with some of our vendors that we were going to  
25 use for this as well as some of the contract work. And so we

1 weren't originally going to use SCSI. So that's probably why  
2 this is dated when it is, is we were seeking an alternate  
3 method to deliver the testing, and so we went to SCSI for  
4 this.

5 Q. And so under the previous attempts to establish this,  
6 nothing was ever implemented?

7 A. No.

8 MR. LOPEZ: I'd like to admit GC-230.

9 MR. ROBERTS: No objection.

10 JUDGE ROSAS: General Counsel's 230 is received.

11 **(General Counsel's Exhibit 230 received in evidence.)**

12 **(General Counsel's Exhibit 231 marked for identification.)**

13 Q. BY MR. LOPEZ: Please take a look at GC-231.

14 A. 231?

15 Q. Yeah.

16 A. Okay.

17 Q. And is this front page related to the interpreter  
18 training program or the Immigration Training Program?

19 A. Let me take a quick look at it. So I'll be honest. It  
20 looks a little dated. I'm not sure if this is the current  
21 one. I mean it is something -- the best I can tell,  
22 developed by Nestor Wagner at SCSI but --

23 Q. So there are newer versions of this that you're aware  
24 of?

25 A. I just can't validate that this is the current one.

1 Q. This is the only one that was provided to us.

2 A. Okay.

3 Q. So even if it is not necessarily a current document with  
4 relation to the Immigration Training Program, it was at some  
5 point?

6 A. It would be something very similar. Again, these are  
7 working documents. They change. Every time we're asked a  
8 question, we ask a question and, you know.

9 Q. So, to your knowledge, are these requirements as far as  
10 the number of training hours under each different category of  
11 interpreting experience still current?

12 A. Yes, for the 6 and 27. For the 3, we don't really do  
13 that right now unless it's incorporated in the 6. So there's  
14 not a separate 3-hour course right now.

15 Q. So the federal NAJIT certified or returning immigration  
16 interpreter no longer has to take 3 hours of training  
17 before --

18 A. As far as I know, they do the 6 hour. That's what I was  
19 saying. I think the 3 hours is incorporated in the 6, but I  
20 would have to confirm that.

21 Q. So essentially they're taking the same training as  
22 categorically -- categorically is taking the same training?

23 A. Correct.

24 Q. Do you know who was involved in creating that criteria  
25 at SOSi?

1 A. It's still going to be back to Claudia and Martin, if it  
2 was during that time frame, and since I've been the program  
3 manager, I'm sure it would have been brought up, maybe not in  
4 this specific format.

5 Q. And how long has it been required?

6 A. Well, again, there's a requirement by our contract with  
7 the government, the Department of Justice. Our original plan  
8 didn't work out, and so we finally had one approved about  
9 April or May of 2016, and we started to implement it that  
10 spring.

11 Q. I apologize.

12 A. No, no. That's okay. I'm trying to keep time straight,  
13 too. So it's like the first new interpreters were brought  
14 in, in September of '16. So if that gives you a reference  
15 there, that we had developed our training program, but by the  
16 time it was contractually, you know, it was approved by the  
17 Department of Justice and we had a contract with SCSi and  
18 ALTA, we were able to get people through, you know,  
19 candidates through, then it was later in the year.

20 Q. So you just mentioned that the first new interpreters  
21 were contracted in September of 2016?

22 A. The first new ones were added, so non-Lionbridge  
23 incumbents.

24 Q. So no Lionbridge -- sorry. No interpreter that hadn't  
25 previously worked for Lionbridge had been contracted by SOSi

1 until September of 2016?

2 A. So, remember, we contract before they work. So I can't  
3 say that they weren't contracted.

4 Q. Okay. So --

5 A. Whether they were working on the contract to support it.

6 Q. Okay. So they may have signed a contract --

7 A. That's correct.

8 Q. -- but they hadn't actually performed any --

9 A. That's correct.

10 Q. -- services under that contract. Okay. And again,  
11 these requirements, these training hour requirements, that's  
12 a nationwide requirement?

13 A. It's -- we apply it nationwide, correct. So this is  
14 SCSI program that they run for us, and it's applied  
15 nationwide.

16 Q. Thank you. Can these training hours be waived by SOSi?

17 A. Yes.

18 Q. Under what circumstances?

19 A. Again, as a program manager, I can waive. I delegate  
20 that to Raphy as the testing manager, but that would be done  
21 in conjunction with Billy Blake as the quality manager. You  
22 know, it's a usual committee effort to work through things,  
23 but we want to make sure that the requirements of the  
24 contract with DOJ are still going to be met. At the same  
25 time, as I said before, we can't be rigid in the application

1 because individual circumstances and situations warrant some  
2 flexibility.

3 Q. We'll go over to the second page of GC-231.

4 JUDGE ROSAS: Are you offering 231?

5 MR. LOPEZ: Yes, I am.

6 JUDGE ROSAS: All right.

7 MR. ROBERTS: No objection.

8 JUDGE ROSAS: All right. General Counsel's 231 is  
9 received.

10 **(General Counsel's Exhibit 231 received in evidence.)**

11 Q. BY MR. LOPEZ: Was SOSi involved in any of these -- the  
12 creation of any of these lectures?

13 A. Yes, I mean I'm sure our original content started with  
14 SCSI, and then they would have modified it. I don't know  
15 which ones SCSI would have developed exclusively for SOSi  
16 versus what they had in existence and then modified to meet  
17 our exact requirements.

18 Q. But ultimately SOSi would have had to approve --

19 A. Yes.

20 Q. -- each of these lectures?

21 A. Correct.

22 Q. And that would have been you as well?

23 A. Again, since I've been the program manager.

24 Q. That would have been the program manager.

25 A. It would have been the program manager or whoever was



1 delegated, and again, a lot of work is delegated down. I'm  
2 the final approver, but you know, every word isn't approved  
3 by me.

4 **(General Counsel's Exhibit 232 marked for identification.)**

5 Q. BY MR. LOPEZ: Please take a look at what is marked as  
6 GC Exhibit 232.

7 A. Okay.

8 Q. I don't know that this document has anything indicating  
9 that it relates to SOSi, but this was given to us. So is  
10 this still involving the Immigration Training Program?

11 A. So again, without seeing the date and version number on  
12 it, I can't confirm this is the one, but there's a handbook  
13 that's -- or course content that's distributed by SCSi as  
14 part of the program that they administer for us.

15 Q. If you would turn to page 5 of that document, the  
16 grading policy there, would SOSi have been involved in the  
17 approval of those minimum scores to pass?

18 A. We would have at least endorsed or agreed to that.  
19 Everything that they do has to be approved by us.

20 MR. LOPEZ: Move to admit GC-232.

21 MR. ROBERTS: No objection.

22 JUDGE ROSAS: 232 is received.

23 **(General Counsel's Exhibit 232 received in evidence.)**

24 THE WITNESS: I would actually like to state one thing  
25 though.

1 Q. BY MR. LOPEZ: I'm sorry.

2 A. All right.

3 Q. You'll have an opportunity --

4 A. There you go.

5 Q. -- as soon as your counsel gets a chance.

6 **(General Counsel's Exhibit 233 marked for identification.)**

7 Q. BY MR. LOPEZ: Please take a look at GC-233.

8 A. Okay.

9 Q. And review that. Is that a typical SOSi job posting?

10 A. It looks typical.

11 Q. For the EOIR contract?

12 A. Yes.

13 Q. There's no mention of that training program in this. Is  
14 that typical as well?

15 A. Right. Yes.

16 Q. So --

17 A. It would be brought up with the recruiters.

18 Q. So when an interpreter applies -- an interpreter  
19 candidate applies to work for SOSi, they're not necessarily  
20 aware of the additional steps they need to take?

21 A. Correct, and then the recruiters will respond back to  
22 them and detail that out.

23 Q. Who's in charge of drafting the job posting?

24 A. The recruiter is along with, I will speculate here, with  
25 HR and some kind of corporate oversight of each of these.

1 Q. Do you know whether the training program screening test  
2 and qualifying test, whether that's ever been mentioned in  
3 the job posting?

4 A. I don't know personally. I haven't looked at all of  
5 them.

6 MR. LOPEZ: I'd like to move GC-233.

7 MR. ROBERTS: No objection.

8 JUDGE ROSAS: 233 is received.

9 **(General Counsel's Exhibit 233 received in evidence.)**

10 Q. BY MR. LOPEZ: I just want to clarify the different  
11 terms of the DOJ contracts, the lengths of them. So if you  
12 want to take a look at Joint Exhibit 1(a).

13 A. Um-hum.

14 Q. That appears to have been signed on July 13, 2015. Do  
15 you know when this contract expired?

16 A. So the contract's a 5-year contract, 1 base year,  
17 4 option years. The base year expired 31 August 2016, and  
18 then the government has to extend through the option years.

19 Q. And before the government extends the option year, they  
20 can modify the contract as well?

21 A. They can modify at any point, but there is also a  
22 modification which is to extend as well.

23 Q. Can they modify unilaterally?

24 A. They can.

25 Q. So if you could take a look briefly at Joint Exhibit

1 1(b). That's page 209. It's very close to the end of that  
2 first packet. The front page, the third page --

3 A. Okay.

4 Q. So this includes a modification that was executed on  
5 May 18, 2016. What was this modification about?

6 A. So there are security clauses in the prime contract, and  
7 those sections are listed at H.3.1 through H.3.7, and DOJ was  
8 doing the final approval of security background checks, and  
9 they were slowing things down, and so we had raised that as  
10 an issue, that they were slowing down our acquisition of new  
11 interpreters, new contract interpreters to support the  
12 contract. So they removed those sections listed there and  
13 then they added that language.

14 Q. So prior to this modification, it was DOJ that did the  
15 background investigations?

16 A. They did the final background checks.

17 Q. And then after this modification, it was now SOSi that  
18 did the background investigations?

19 A. Yes, they pushed it onto SOSi.

20 Q. I'm going to the next modification, 001A. It's on 212.  
21 It's the last page. What is this modification about?

22 A. So this one cancels the previous modification, removes  
23 the added language, and basically removes the section that  
24 was already removed but without the added language from  
25 modification 001.

1 Q. So this modification nullified what was Section H.3(c)?

2 A. H.3.1 through H.3.7.

3 Q. But it also cancels the entire modification 001?

4 A. Right. So it also cancels out that language they added  
5 back in 001.

6 Q. So as of July 6, 2016, that H.3(c) language in 001 no  
7 longer applied?

8 A. That's the way that we understood it.

9 Q. And then if we could go to the next package, JX-1(d),  
10 modification 002, starting on page 214. What is this  
11 modification about?

12 A. This is an extension of the contract and the exercise of  
13 the option year. It's option year 1.

14 Q. Did any of the terms from the 2015 contract change  
15 between those other modifications and this one?

16 A. Terms, no.

17 Q. The substance of --

18 A. Yeah, I mean there are things in it that are time based  
19 such as the rates, the pricing table, that changed from --  
20 moving from the base year to the option year. They owed us a  
21 list of all of the orders per location and language as a  
22 routine part of the contract. At the exercise of each option  
23 year, they would update one of the attachments which includes  
24 those numbers.

25 Q. Besides the dates, the substantive terms remain the

1 same?

2 A. That's correct.

3 Q. Let's go over to JX-1(e) on page 219.

4 A. Yes.

5 Q. Modification 003. So this is now a modification taking  
6 place after the renewal of the contract?

7 A. That's correct.

8 Q. And what is this modification about?

9 A. So just to be clear, it's after the mod that extended  
10 the contract --

11 Q. Yes.

12 A. -- but chronologically it's still before the option  
13 year.

14 Q. Yes.

15 A. And this is now putting the security clauses back in.  
16 So --

17 Q. Okay. So now DOJ is responsible again for the  
18 background investigations.

19 A. Going back to the original language of the contract for  
20 H.3.1 through H.3.7.

21 Q. Yes. So I just want to clarify here. In 001A, the last  
22 modification dated July 6, 2016, that removes H.3.1 through  
23 H.3.7, I just want to understand kind of the short time frame  
24 between removing those contract sections and then adding them  
25 back in just August 24, 2016, a little bit over a month.

1 A. Right. I'm not aware of the volatility of this area  
2 here.

3 Q. That's peculiar. That's all. What is the DOJ's  
4 contracting officer's involvement with SOSi on a daily basis?  
5 What does that look like?

6 A. For the contracting officer?

7 Q. Yes.

8 A. Not really on a daily basis, probably more monthly to  
9 semi-annual or quarterly. If there are major issues, she  
10 gets involved.

11 Q. What kind of major issues would require her involvement?

12 A. I think if our performance was slipping, as far as our  
13 fill rate for work orders, that might be something, or if  
14 there is a trend that -- a negative trend that they're  
15 observing, but for the most part, they and we try to work it  
16 at the contracting officer representative level, which is  
17 Karen Manna over at LSU.

18 Q. Okay. And what is Karen Manna's day-to-day involvement?

19 A. Day-to-day, she's kind of running like I am, you know,  
20 in a way. So she's my counterpart. The contracting officer  
21 is a little bit, but she's kind of above me but also -- I can  
22 still talk to her if I need to.

23 Q. For what reasons would you be in contact with her?

24 A. With Pam or Karen?

25 Q. With Karen Manna.

1 A. Karen, if there are issues at the courts, typically I'm  
2 hearing about them. Again, maybe not every single one  
3 because her quality control person is going to our quality  
4 control person for disqualifications and other complaints at  
5 the courts to do whatever. So if it rises to her level, then  
6 I think she perceives that as a trend or pattern that's  
7 starting to develop that she would say would need to be  
8 nipped in the bud.

9 Q. Okay. What kinds of issues would bring her involvement?

10 A. Interpreters not completing COIs completely and  
11 interpreters departing before released by the court.  
12 Interpreters discussing anything with respondents, respondent  
13 family members, and/or respondent attorneys to -- those are  
14 the things. Essentially anything in the contract that, since  
15 they established the policy, through the contract, anything  
16 that she sees as a violation of it, is starting to rise to a  
17 trend or pattern. But we also meet on a monthly basis. It's  
18 not all negative stuff to do.

19 Q. What are those meetings about?

20 A. Just to review our performance and our quality, make  
21 sure, you know, that we're performing at an acceptable level,  
22 our disqualification rate. So it's essentially to sum up the  
23 daily and weekly conversations and stuff.

24 Q. Let's go back to the packet that starts off with  
25 JX-1(h), and we're going to go over to JX-1(i) which is 427.



1 Do you know who was involved in drafting this Independent  
2 Contractor Agreement?

3 A. I don't have personal knowledge because I wasn't at SOSi  
4 at the time.

5 Q. What position at SOSi would have been involved with the  
6 drafting of the Independent Contractor Agreement?

7 A. Anyone in that program, maybe corporate, procurement,  
8 HR, the program itself. So, for instance, I'm on the  
9 program. So if I say the program, think of me. So, you  
10 know, the program, HR, procurement, maybe finance, if we're  
11 talking in terms of payments and stuff like that, legal.

12 Q. And who at SOSi -- who that's currently working at SOSi  
13 would know who was involved with the drafting of this  
14 contract at the time?

15 A. Again, just speculating, because -- and it's only  
16 through who's been around since then.

17 JUDGE ROSAS: Let's keep the record clear of  
18 speculation.

19 THE WITNESS: Okay.

20 JUDGE ROSAS: Next question.

21 THE WITNESS: I don't know.

22 Q. BY MR. LOPEZ: Okay. Well, you would have no personal  
23 knowledge of who or what interpreter this particular  
24 Independent Contractor Agreement was sent out to?

25 A. Sent out to?

- 1 Q. Yes.
- 2 A. No.
- 3 Q. Do you know who would?
- 4 A. Again, I think it's speculation. To the best of my
- 5 knowledge, no one's on this contract. So --
- 6 Q. I'm sorry.
- 7 A. To the best of my knowledge, no one is on this contract.
- 8 Q. Yeah, this appears to be from October 21, 2015 to
- 9 August 31, 2016.
- 10 A. Right.
- 11 Q. So I don't think anyone would be on that. Are you
- 12 familiar with the terms in this contract?
- 13 A. I haven't read through it to be honest. Those that are
- 14 similar to current contracts I'd be familiar with, but I
- 15 haven't done a side-by-side analysis.
- 16 Q. Okay. What looks familiar on this first page?
- 17 A. So, again, we would have the header, the terms and
- 18 conditions. Terms and conditions is essentially the base
- 19 contract itself. So that's where it would lay it out, scope
- 20 of work, class of performance, peer performance, conditions,
- 21 those all seem general categories that we currently have in
- 22 our current ICAs.
- 23 Q. All three of these or all four of these paragraphs on
- 24 the first page have similar counterparts in the current
- 25 contracts?

1 A. With different content most likely. Again I haven't  
2 done a side-by-side comparison.

3 Q. You are familiar with the terms of the 2015 DOJ  
4 EOIR-SOSi contract, correct?

5 A. Correct.

6 Q. So as far as -- are you familiar with what has been  
7 determined by -- as a flow down clause?

8 A. I'm familiar with it. I'm not the expert on flow down.

9 Q. Okay. What is a flow down clause?

10 A. Essentially a requirement from one that's passed down or  
11 flowed down to another, whether it's from a prime to a  
12 subcontractor.

13 Q. And does that exist with SOSi and DOJ?

14 A. There are certain flow downs that I've been told about.  
15 Again, I'm not the subject matter expert on it.

16 Q. But you could identify in this contract which parts are  
17 required by the DOJ in its contract with SOSi?

18 A. Yes, I mean I could read through and say that applies to  
19 the prime contract.

20 Q. Who at SOSi would be the person most well versed in that  
21 in order to assist us in understanding this contract?

22 A. For this specific one, my only hesitation is I think  
23 everyone's gone, but there may be some continuity in the  
24 functions themselves, procurement, HR, legal, finance, but  
25 individually I don't know.

1 Q. Who at SOSi would generally be the person most well  
2 versed in what flow down clauses exist in the Independent  
3 Contractor Agreements?

4 A. So if we're talking flow down, procurement and contracts  
5 would be the two. So if you're talking specific, say federal  
6 acquisition regulation type flow down, if we're talking  
7 what's a requirement in the contract operationally, and  
8 what's then captured in this contract, then me as a program  
9 manager, I'm responsible to make sure that the requirements  
10 in the contract are being satisfied through our solution, and  
11 our solution being contract interpreters.

12 Q. If you could turn to page 2 in that agreement, paragraph  
13 6, Premium for Requirements with Short Lead Times.

14 A. Um-hum.

15 Q. Are you aware of any term in the DOJ-SOSi contract that  
16 requires the application of this term in the ICAs?

17 A. No. So the prime contract provides us with the premium  
18 for that order. We're not required to pass that to our  
19 contract interpreters as we did in this contract and other  
20 contracts. So that's not a requirement that I know of.

21 Q. Okay. So SOSi had the discretion to include that or not  
22 include that?

23 A. For that one, correct.

24 Q. So when did that change? You said for that one.

25 A. We would have to go item by item and --

- 1 Q. I'm talking about just paragraph 6?
- 2 A. Just paragraph 6, as far as I know, I'm not a  
3 procurement or contract expert --
- 4 Q. Well, as far as just the DOJ-SOSi contract.
- 5 A. -- there's no requirement for us to take their premium  
6 and then give it to the interpreters. That was a decision  
7 made by SOSi.
- 8 Q. Then moving onto the next page and paragraph 7,  
9 Requirement Cancellations?
- 10 A. Right.
- 11 Q. Are you aware of whether there's a similar term in the  
12 DOJ-SOSi contract?
- 13 A. There is, and in the same situation.
- 14 Q. Okay. So, again, this is something that SOSi has  
15 discretion over, whether to include the Independent  
16 Contractor Agreement or not?
- 17 A. To the best of my knowledge, without being a procurement  
18 or contract expert.
- 19 Q. And moving over to page 431, paragraph 12 at the top,  
20 Payment Deductions.
- 21 A. Um-hum.
- 22 Q. Is there a similar term in the DOJ-SOSi contract as  
23 this?
- 24 A. Yes.
- 25 Q. Okay. And is that a flow down clause?

1 A. None of these are flow down as far as I know the use of  
2 the term "flow down."

3 Q. Okay.

4 A. These are more operational requirements that we have the  
5 discretion to --

6 Q. Okay. So there's nothing in the DOJ-SOSi contract  
7 requiring the application of this term -- these terms in  
8 paragraph 12?

9 A. Correct.

10 Q. Okay. And then turning to page 6, paragraph 15, Travel,  
11 are you aware of any terms in the 2015 DOJ-SOSi contract  
12 similar to this one?

13 A. Travel in our prime contract's not described like this.

14 Q. How is it described?

15 A. Travel is for DOJ paid for plane tickets and train  
16 tickets for uncommon language travel orders.

17 Q. So, again, there's nothing in the DOJ-SOSi contract  
18 requiring that this term, "travel," be included in SOSi's  
19 relationship with the interpreters?

20 A. Correct, other than the application of travel being  
21 coordinated through a government agency for travel. They  
22 would have to know what travel is, but as far as how we  
23 compensate for travel, the government doesn't dictate that.  
24 SOSi dictates how we compensate for travel.

25 Q. Moving over to JX000449.

- 1 A. I'm sorry. I couldn't hear that.
- 2 Q. It's JX449 at the bottom, Attachment B, Compensation.
- 3 Is there anything in the DOJ-SOSi contract requiring these
- 4 terms?
- 5 A. So the unit pricing is established in a contract like
- 6 this, but nothing requiring.
- 7 Q. So the unit pricing in the contract is solely between
- 8 DOJ's payment to SOSi for an assignment?
- 9 A. Right, because the contract's between DOJ and SOSi.
- 10 Q. So there's nothing requiring that those terms be applied
- 11 to SOSi's interpreters?
- 12 A. Correct.
- 13 Q. What about these common languages, uncommon languages?
- 14 A. Those are straight from the DOJ contract.
- 15 Q. Those are defined in the DOJ contract?
- 16 A. Correct.
- 17 Q. Okay. And half day and day for defining the orders,
- 18 that's also -- is that also defined in the DOJ-SOSi contract?
- 19 A. Yeah, I focus a lot on the new contract. So I'd have to
- 20 go back and review the half day and full day description
- 21 but --
- 22 Q. Okay.
- 23 A. -- I think that looks accurate.
- 24 Q. Is it different now?
- 25 A. How they define the half day and day is different now.

1 Q. Okay. How so?

2 A. Different number of quarters or I mean hours that are  
3 applied for that definition.

4 MR. LOPEZ: Your Honor, can we go off the record for a  
5 second?

6 JUDGE ROSAS: Okay. Off the record.

7 (Off the record from 1:59 p.m. to 2:06 p.m.)

8 JUDGE ROSAS: On the record.

9 Q. BY MR. LOPEZ: Moving over to the next contract,  
10 JX-1(j), that's on 452 --

11 MR. ROBERTS: I'm sorry. 452.

12 MR. LOPEZ: Yes.

13 Q. BY MR. LOPEZ: Now, paragraph 4 of that mentions that  
14 local travel expenses will not be reimbursed. If travel is  
15 required, reimbursement will be negotiated on a case-by-case  
16 basis. Was that true for the most part with SOSi? The  
17 travel was negotiated on a case-by-case basis?

18 A. Definitely under this Independent Contractor Agreement  
19 it occurs, but travel is a little bit more enumerated in  
20 current contracts. But yes, there's still negotiations for  
21 travel.

22 Q. Is there a maximum rate for travel costs or travel fees?

23 A. No. To be clear, travel has two components. This may  
24 be intuitive, but airfare, hotel, any other incidental  
25 expenses and then the labor portion of travel.



- 1 Q. Um-hum.
- 2 A. Both of those have to be negotiated.
- 3 Q. Is there a maximum on the labor costs related to travel?
- 4 A. No.
- 5 Q. Do you recall what the first ICA was that was sent out
- 6 after you began your position as program manager?
- 7 A. So it would be what's called the 2.0 and -- yeah.
- 8 Q. Do you know approximately when that was sent out?
- 9 A. They're ongoing procurement actions when I took over end
- 10 of October, November, but it's continuous. So the date of
- 11 the 2.0 is probably a little bit unclear. There's two
- 12 different ones. There's a 2-hour minimum 2.0 and a 3-hour
- 13 minimum 2.0. Certainly we were working on a batch of
- 14 contracts that were set to expire in December that we needed
- 15 to get renegotiated. So that's 30 days after I was in place.
- 16 Q. And that's of what year again?
- 17 A. 2016.
- 18 Q. 2016. If you would go over to JX-1(k), which is the
- 19 next contract in order. It's starting on page 464. The
- 20 version 2.0 contract that you just mentioned, was that -- did
- 21 that go by any other type of name?
- 22 A. As far as I know, it's 2.0.
- 23 Q. 2.0. So this is -- I think at the bottom it says it's
- 24 called Version 10.14.2016.
- 25 A. Um-hum.

- 1 Q. Would that have been after you started?
- 2 A. No, I started October 31st.
- 3 Q. October 31st. Okay.
- 4 A. The 2.0 was in use prior to me coming in. Probably just  
5 after, then we switched over to the 3-hour minimum 2.0.
- 6 Q. Do you know whether this version 2.0 was provided to the  
7 General Counsel in response to the subpoena duces tecum?
- 8 A. Whatever was asked for was provided.
- 9 Q. Well, we were provided multiple versions of the ICA, but  
10 no version 2.0 as far as we can tell.
- 11 A. This is a 2.0 right here.
- 12 Q. Okay. So 10.14.2016 is also version 2.0?
- 13 A. As far as I know, correct.
- 14 Q. Okay.
- 15 A. And then the one later is 2.0 also.
- 16 Q. Okay. Well, then going through this contract, are you  
17 familiar with the terms on the first page?
- 18 A. Yes.
- 19 Q. And is that version to the 2.0 that you've worked on?
- 20 A. Similar, yes.
- 21 Q. Do you recognize any particular differences?
- 22 A. No. Again, just so this page -- no, not doing a  
23 side-by-side right now.
- 24 Q. Yeah. Okay. Moving over to JX472, Attachment B,  
25 Compensation, Cancellation, and Deductions.

1 A. Okay.

2 Q. What does that first column delineate there under  
3 Spanish language?

4 A. So Language Code, Spanish, common, uncommon was the  
5 first way to break it down. I don't think -- yeah.

6 Q. Okay.

7 A. I mean it's not the official designation of the language  
8 code that the government uses. So Spanish is SPA.

9 Q. This \$35, an hourly rate right there --

10 A. Yes.

11 Q. -- was that common across all version 2.0 ICAs?

12 A. Common as far as --

13 Q. Is that the rate that was used?

14 A. -- our target rate that we set to start negotiations.

15 Q. And there's a daily rate next to that. Is that like an  
16 hourly minimum?

17 A. No, it's just trying to show an example, if you  
18 worked -- so you took your 8 hours and times your 35. You  
19 added your stipend. You'd get \$355 for that. So 35 times 8,  
20 if I do the math, yeah, times 8, 280 plus 75 is 355, and then  
21 it's trying to show that if you only work 2 hours but you're  
22 getting your 8 hours, your -- in your compensation. I'm  
23 sorry. That was for a different example, and then the days  
24 in between is the other right-hand columns there. So  
25 overnight travel, first and last day. You make 8 hours pay

1 regardless of number of hours you work, and then on your days  
2 in between, it's just showing if you work 2 hours, 3 hours,  
3 4 hours, et cetera, how much you're going to make.

4 Q. Okay.

5 A. Plus the daily stipend.

6 Q. So your rate changes after the first day?

7 A. The first day and last day of travel, you get 8 hours  
8 plus the \$75 stipend. The days in between, you get your  
9 minimum hours pay times the hourly rate plus the travel  
10 stipend of 50.

11 Q. So for any days that are not the first or the last day,  
12 you're getting paid on an hourly basis --

13 A. On an hourly basis, minimum hours, depending on your  
14 contract you have, maybe 2, it could be 8, depending on what  
15 contract you have.

16 Q. Did anyone have an 8-hour minimum?

17 A. Not for this contract that I know of. I mean it's  
18 theoretical because then one can propose it.

19 Q. Are you aware of anyone that ever did?

20 A. Just the ones where they have full day, full day  
21 contracts, yes, we do have full day contracts.

22 Q. Do any Spanish interpreters ever make over \$35?

23 A. They still do, yes.

24 Q. And --

25 A. \$35 an hour.

1 Q. And is that true of California as well? Spanish  
2 interpreters in California made over -- can make over \$35 an  
3 hour?

4 A. Can make and do make, yes.

5 Q. Okay. Right below that there's an explanation of travel  
6 as far as what kind of minimum mileage in order to receive a  
7 travel rate is?

8 A. Correct.

9 Q. Who sets that?

10 A. I'm sorry.

11 Q. Who sets that term?

12 A. Well, this is what's proposed and then each contract's  
13 negotiated. So that can be modified if the independent  
14 contractor negotiates to modify it.

15 Q. All right. And SOSi has the discretion to provide  
16 different travel arrangements or travel mileage than that?

17 A. Discretion, yes, because this isn't covered in the  
18 contract with DOJ. So this is what we're -- solely in our  
19 discretion. Essentially, you negotiate either the mileage or  
20 the rate. So someone may get a stipend for 35 miles and some  
21 for 50, depending on what's negotiated.

22 Q. Turning over to 474, again this payment deductions area  
23 is completely within SOSi's discretion?

24 A. So there is a payment deductions section in the prime  
25 contract with DOJ, and then how we apply that with our

1 contract interpreters is at our discretion.

2 Q. If we could move over to section 485 or page 485. So in  
3 the unit pricing section there, it mentions -- it states  
4 maximum rate possible for the different languages there. So  
5 interpreters were not permitted to provide a counterproposal  
6 that was a higher rate than these?

7 A. They did, but you had to establish some language or else  
8 they'll get \$200 written in, which would be considered, but  
9 that's what the contract proposed. It is, I'll admit,  
10 somewhat contradictory. It says proposed and then a max  
11 rate.

12 Q. So when an interpreter did propose a higher rate than  
13 this max rate --

14 A. Um-hum.

15 Q. -- then that would be accepted or could be accepted?

16 A. It would be considered.

17 Q. Was it ever accepted?

18 A. Yes.

19 Q. Were there instances where they were -- where  
20 interpreters were told they were not compliant with the max  
21 rate?

22 A. So, again, it's a negotiation, and so we would try to  
23 negotiate the rate down, but we also advised to be more  
24 competitive, they should -- that they, you know, it's not in  
25 their interest per se to put an extremely high rate if

1 they're not utilized and they won't make any money.

2 Q. So was that a yes, that they were told that they were  
3 not compliant to the max rate?

4 A. They weren't told they weren't compliant.

5 Q. They weren't told that they weren't compliant?

6 A. Let me -- that may have been the language used. I don't  
7 know. I personally didn't observe or witness anyone using  
8 that specific language. Again, it's a negotiation, and so if  
9 the first response was no, you need to submit something that  
10 is compliant, I'll offer that probably was utilized as a  
11 negotiating tactic, but ultimately rates were negotiated.

12 Q. So within the packet with the red rubber band, there is  
13 a document -- it's not marked as a --

14 MS. HADDAD: Your Honor, we're showing the witness --

15 MR. LOPEZ: It's within the packet. It just isn't --

16 MR. ROBERTS: Which one is it?

17 MR. LOPEZ: It's termed Independent Contractor  
18 Subcontract.

19 THE WITNESS: Is it the only one that's in this pile?

20 MR. LOPEZ: Yeah. It's already been admitted as GC-184.

21 MR. ROBERTS: Ma'am, do you --

22 MS. HADDAD: That's fine. I've got another copy.

23 Q. BY MR. LOPEZ: If you could turn to page 8, Attachment

24 B. Have you ever seen this contract or a contract like this?

25 A. I have. I'm trying to remember the date of it. I think

1 it was before my time, but I've seen a copy of this.

2 Q. Okay. So in the first page, I think it mentions that it  
3 expires on March 31, 2017?

4 A. Um-hum.

5 Q. That would have been after you started?

6 A. It would have been, but I think this was utilized  
7 before. You know, I don't see a start date. So the period  
8 of performance isn't clearly defined on this first page.

9 Q. Okay. So this contract states that there's not to  
10 exceed hourly rate of 35. So upon reading this, an  
11 interpreter was expected to understand that they could  
12 provide a higher rate than that?

13 A. I think if they had been an experienced interpreter and  
14 having done this before, they would know they could propose  
15 whatever they wanted to, but reading that on the surface --

16 Q. Okay.

17 A. I mean it says what it says.

18 Q. And SOSi did provide work to interpreters that were new  
19 interpreters, correct?

20 A. We have some. Remember, our first new interpreter  
21 wasn't until September.

22 Q. September 2016. Okay. Right below that document in the  
23 stack, there's a screen-shotted document with a sort of  
24 scroll-down.

25 A. Okay.



1 Q. Do you see that? So this is a depiction of -- when we  
2 received this document, we just screen-shotted what was  
3 available --

4 A. Um-hum.

5 Q. -- for us to use. So have you ever seen anything like  
6 this before?

7 A. I haven't seen it with the scroll-down and the dropdown  
8 like this.

9 Q. Um-hum.

10 A. I mean I know I've been told there was the dropdown.

11 Q. Okay. So you're aware that this existed at SOSi before?

12 A. Yes.

13 Q. Okay. And --

14 A. I haven't utilized it but --

15 Q. Are you aware whether with that dropdown an interpreter  
16 could scroll up past 35?

17 A. It appears that you can't, but there's always written  
18 entries to --

19 Q. Okay.

20 A. -- to the proposals.

21 Q. And is there a way to edit this document?

22 A. I don't know if this cell can be editable. I don't know  
23 if it's been locked or not. I mean it says the file includes  
24 fillable form tables. So not to assume, but again I don't  
25 know without me playing around with this form. It says you

1 can print it and complete it and save.

2 MR. LOPEZ: So I'd like to mark this exhibit as GC-234.

3 **(General Counsel's Exhibit 234 marked for identification.)**

4 MR. LOPEZ: And I'd like to move to admit.

5 MR. ROBERTS: I don't know that he's -- objection. I  
6 don't think he's really said that he could identify it.

7 Q. BY MR. LOPEZ: Can you identify it?

8 A. Well, like I said, this looks like the table I think  
9 from this, this one. This isn't what we're utilizing in 2.0,  
10 the 2-hour minimum or the 2.0 3-hour minimum that I'm used to  
11 using. So I just don't know the date of this. So when I  
12 said I've seen this, I've seen a hard copy of this but --

13 JUDGE ROSAS: It's a SOSi document. You just don't know  
14 if it's current --

15 THE WITNESS: Yes, Your Honor.

16 JUDGE ROSAS: -- but you're relying on it. All right.  
17 I'm going to receive it, but the current effectiveness or  
18 applicability of it is up in the air at this point. All I'm  
19 receiving it for is that it's a SOSi document.

20 Any objection to that, Mr. Roberts?

21 MR. ROBERTS: No.

22 **(General Counsel's Exhibit 234 received in evidence.)**

23 JUDGE ROSAS: All right. Let's break at this point.  
24 We'll resume at 4 o'clock. Don't discuss your testimony with  
25 anyone.

1 MR. ROBERTS: Do we need to remove all --

2 JUDGE ROSAS: Well, I would -- off the record.

3 (Off the record from 2:32 p.m. to 4:06 p.m.)

4 JUDGE ROSAS: On the record.

5 You just handed up Joint Exhibit 3 signed by everybody?

6 MS. HADDAD: Yes, Your Honor.

7 JUDGE ROSAS: Okay. It's received.

8 (Joint Exhibit 3 marked and received in evidence.)

9 JUDGE ROSAS: And I have copies of the protective order  
10 signed. Just leave them here, the original.

11 All right. You may continue.

12 Q. BY MR. LOPEZ: If you could turn to Joint Exhibit 1(m)  
13 on page 493.

14 A. Okay.

15 Q. Are you familiar with this contract?

16 A. Yes, I am.

17 Q. And at the bottom it says it's called Version 3.01,  
18 8/22/17. You were working at SOSi at that time?

19 A. That's correct.

20 Q. Okay. And do you know who drafted this Independent  
21 Contractor Agreement?

22 A. Myself, Jessica Hatchette with procurement, legal, and  
23 some of the members of my team, and we already went through  
24 the organization chart.

25 Q. Okay. And did you need to obtain approval from

1 Mr. Iwicki in order to distribute this Independent Contractor  
2 Agreement?

3 A. This had a legal review as well as --

4 Q. Legal review.

5 A. -- approval by Mr. Iwicki.

6 Q. Do you know what interpreters this particular

7 Independent Contractor Agreement was sent out to?

8 A. So it's been sent out to all new interpreters that are  
9 entering into our process as well as incumbents, everyone who  
10 had already had a contract with an option to switch from  
11 their current contract to this contract.

12 Q. So even if an interpreter had a contract that was not  
13 about to expire, they could switch into this contract?

14 A. So they were all set to expire this summer.

15 Q. Okay.

16 A. And so this was sent out to all, yes.

17 Q. Okay. Do all the Independent Contractor Agreements  
18 expire at the same time?

19 A. They don't have to. The way things were set up, we  
20 essentially aligned it up where they're all expiring on  
21 31 August 2017.

22 Q. And did anyone from the Department of Justice have to  
23 review or approve this?

24 A. No, they don't review and approve our contracts.

25 Q. Okay. If you would go over to page 500. It's still

1 within Joint Exhibit (m). Down at Labor and Language  
2 Category Descriptions. There are three categories A, B, and  
3 C. Who defines those categories?

4 A. SOSi defined it within the parameters of the contract  
5 with Department of Justice.

6 Q. So the Department of Justice also uses these three  
7 categories?

8 A. No. So with the Mod 4 of the contract, it changed unit  
9 pricing to include certified, qualified, and skilled, and we  
10 defined it within working definitions that we've used with  
11 DOJ for a while.

12 Q. Okay. But it didn't mirror the exact language from --

13 A. No, and I do need to correct something. So for  
14 incumbent contractors --

15 Q. Um-hum.

16 A. -- they maintain their terms and conditions, which is  
17 the body of the contract --

18 Q. Um-hum.

19 A. -- from what they had. What we sent out to them was  
20 Attachments A and B as an option. So that it's -- you know,  
21 I want to clarify that point. So we used this one on all new  
22 interpreters while current contractors keep their base  
23 document and then swap out Attachment A and B if they chose  
24 this one instead. They always had the option between  
25 maintaining their current or selecting a new option or

1 Attachment A and B.

2 Q. How are they notified of that?

3 A. We send them out as part of the RFQ over the summer.

4 Q. We're still on that. If we go over to 501, at the  
5 bottom part of that page is a table, right above the table,  
6 it mentions three language categories: Spanish, common, and  
7 uncommon.

8 A. Um-hum.

9 Q. Are those still required, or are those categories used  
10 in the Department of Justice-SOSi contract?

11 A. Not as of the new modification.

12 Q. Would that new modification have applied under this  
13 Independent Contractor Agreement? Would that have been the  
14 prime contract to this Independent Contractor Agreement?

15 A. Yeah, so there's a little bit of separation between the  
16 prime contract and our ICAs, but that new contract informed  
17 this ICA.

18 Q. Okay. So then there was nothing requiring SOSi under  
19 the DOJ-SOSi contract to use those three language categories?

20 A. That's correct.

21 Q. Go over to Attachment B.

22 A. I'm sorry. You said Attachment D?

23 Q. Attachment B, the next page, 502. So, again, it says  
24 maximum hourly rates at the top there. So are those actually  
25 maximum hourly rates?

- 1 A. You said how are they?
- 2 Q. Are they actually maximum hourly rates?
- 3 A. Well, again, everything is negotiated.
- 4 Q. Okay. So you mentioned this Independent Contractor, the  
5 body of it, Independent Contractor Subcontract was primarily  
6 used for new interpreters, correct?
- 7 A. Yes, so the terms and conditions, the base document, is  
8 for new interpreters.
- 9 Q. But they also receive this Attachment A and B?
- 10 A. And they receive A and B and then --
- 11 Q. Okay.
- 12 A. -- the other attachments.
- 13 Q. And earlier you mentioned that a seasoned interpreter  
14 would recognize --
- 15 A. Um-hum.
- 16 Q. -- that a maximum hourly rate was an invitation to  
17 negotiate, but a new interpreter would not necessarily  
18 understand that, would they?
- 19 A. Well, they're not new interpreters. They may be new to  
20 Federal Immigration Courts. So most of these are seasoned  
21 independent contractors, and then our recruiters actually  
22 discuss rates with them before we get to the contract phase,  
23 and that's where the first negotiations occur.
- 24 Q. Did SOSi obtain any waivers during the term of this  
25 contract in order to allow a new interpreter without prior

1 judicial experience to perform services for SOSi?

2 A. There have been a few waivers, experience waivers  
3 approved since we started submitting them both under the old  
4 contract and the new DOJ contract.

5 Q. Did any occur around this time period?

6 A. I'm sure we had some submitted to Department of Justice  
7 pending their approval or rejection. I mean they're the ones  
8 that approve or decline.

9 Q. So you don't know.

10 A. I know we had some in.

11 Q. Okay.

12 A. Because you're pointing to the date on the bottom, but  
13 that's a static date of this. So the utilization of this  
14 contract is different than that date.

15 Q. Yeah, and I guess it would be anything after that date,  
16 right?

17 A. Sure, we've submitted for waivers.

18 Q. And moving over to 503, there's a commuter stipend  
19 table, and it sets the different stipends that one would get  
20 for varying mileage, correct?

21 A. Right.

22 Q. And it is your position that those can be negotiated?

23 A. They can always propose a difference in the mileage or  
24 difference in the stipend, the amount itself. Every day  
25 there's a request to approve something different.



1 Q. Is there approval for anything that doesn't comply with  
2 this table?

3 A. Sure.

4 Q. If we could go over to 507. That's Joint Exhibit 1(n),  
5 Modification 1 to ICAs expiring August 31, 2016. You have no  
6 personal knowledge of this?

7 A. That's correct.

8 Q. You don't know who drafted this?

9 A. I do not.

10 Q. Going over to 1(o), is that the same case here, you  
11 don't have any personal knowledge of this document?

12 A. Correct.

13 Q. You don't know who drafted it?

14 A. Correct.

15 Q. Okay. And over to the next one, Joint Exhibit 1(p),  
16 511, again it's expire on August 31, 2016. So you have no  
17 personal knowledge of this document?

18 A. Correct.

19 Q. And you don't know who drafted this document?

20 A. Correct.

21 Q. Over to 1(q). That's on 513. Do you have any personal  
22 knowledge of this document?

23 A. I do not.

24 Q. And do you know who drafted this document?

25 A. I do not.

1 Q. Let's move onto 1(r). It's on 515. Do you have any  
2 personal knowledge of this document?

3 A. I don't think I do yet on this one.

4 Q. Do you know who drafted this document?

5 A. Not at the time it was drafted.

6 Q. Do you know anyone who would have personal knowledge of  
7 any of these that we've gone through so far?

8 A. Yeah, and again, because these are all very similar, I  
9 mean at some point I will, and that's why I'm looking at the  
10 dates. I mean it's expire November 30th. I was in October  
11 31st. At some point this, you know, would have been under my  
12 purview.

13 Q. So is that a no, or is that a yes?

14 A. It's perhaps I should, but to be honest I don't  
15 personally. I can't recollect. I mean I know we were  
16 talking about the extension of contracts throughout the  
17 period.

18 Q. Let's go over to Joint Exhibit 1(s). That's page 517.  
19 Do you have any personal knowledge of this document?

20 A. And again, at this point, I was the program manager, and  
21 we were doing procurement activities under Jessica Hatchette  
22 with my approval.

23 Q. But do you have any personal knowledge of the document?

24 A. I may have reviewed the document and -- but no, nothing  
25 strikes me as jumping out that I either corrected on it or,

1 you know.

2 Q. Do you recall reviewing the document?

3 A. Yeah, I review -- I recall reviewing some. They all  
4 look, you know, very similar. So exactly what date. I have  
5 a lot coming through my plan box in a day. So --

6 Q. So earlier you mentioned that you tried -- that SOSi  
7 tried to time the ending of these contracts to be around  
8 August 31st because of -- to mirror --

9 A. I don't --

10 Q. No.

11 A. I'm not sure that's what I was saying.

12 Q. Okay.

13 A. They were timed that way. It's not necessarily what we  
14 wanted. It kept extending, and then they got to that point.

15 Q. Let's go over to the next one, Joint Exhibit 1(t).  
16 That's on 519. Do you have any personal knowledge of this  
17 document?

18 A. Again same thing. I was program manager. Jessica  
19 Hatchette as procurement manager was working for me, and we  
20 most likely discussed this and the terms of it, and I  
21 probably even reviewed it, but nothing strikes me as jumping  
22 out.

23 Q. Okay. Do you know who drafted this document?

24 A. Again, since it looks like it's just the same one that  
25 was used, ones in years prior, I don't know who the original

1 drafter of it was.

2 Q. Who would have been in charge of distributing those?

3 A. So procurement sends them out --

4 Q. So that would have been?

5 A. -- per our instruction.

6 Q. That would have been Jessica Hatchette then?

7 A. Correct.

8 Q. Let's go over to Joint Exhibit 1(u), page 521. Do you  
9 have any personal knowledge of this document? Does this look  
10 familiar at all?

11 A. Yeah, I mean I remember talking specifically about the  
12 unilateral nature of this because I believe at some point  
13 they weren't. Now this is a unilateral.

14 Q. Okay. And do you know what particular agreement this is  
15 modifying? It's expiring December 15, 2016, but have you  
16 seen something like that? What in particular did you discuss  
17 about the unilateral nature of this contract?

18 A. Just the fact that we had to do it because we had to  
19 keep working. You know, my concern, of course, is that we're  
20 not compelling people to work, which we never do. It's just  
21 that they always had the choice to accept or decline work  
22 offers, but we had to keep operating, and so the unilateral  
23 would at least allow us to maintain a contract with an  
24 independent contractor.

25 Q. So this is -- this appears to be, as I mentioned, a

1 modification to extend an agreement that was expiring on  
2 December 15, 2016. This extended it to January 31, 2017.  
3 Why was it extended just that short time period?

4 A. So when you're in contracting and you have less  
5 favorable rates, generally you have a shorter period of  
6 performance, and when you have more favorable rates, you have  
7 longer periods of performance.

8 Q. So interpreters have less favorable rates?

9 A. No, they had more favorable rates, and then the other is  
10 we just needed time to continue to seek individual agreements  
11 with each interpreter. We're talking hundreds, and not a  
12 single one is done in an hour.

13 Q. And you mean favorable rates to SOSi, not favorable  
14 rates to --

15 A. No, favorable rates to the contractors.

16 Q. Favorable rates. Okay. So because the contractors or  
17 the interpreters here had favorable rates, SOSi decided to  
18 give a short extension?

19 A. That's part of the negotiation.

20 Q. But it was a unilateral modification.

21 A. They didn't have to accept any work orders.

22 Q. But they couldn't negotiate for a longer term?

23 A. They could always negotiate for a longer term. Any  
24 independent contractor can always come to us to --

25 Q. But SOSi --

1 MS. BRADLEY: Objection. Go ahead.

2 MR. LOPEZ: I lost my train of thought.

3 Q. BY MR. LOPEZ: Were interpreters given notice of this  
4 unilateral modification prior to it happening?

5 A. Yeah, I believe we sent out a communication ahead of  
6 time. I mean that includes communications further out from  
7 every contractor's expiration of their contract. Again, this  
8 isn't just a one time deal. It's a continuous effort.

9 Q. Were interpreters notified that the short extension was  
10 in order for them to negotiate a new contract with SOSi?

11 A. If not directly, indirectly.

12 Q. How indirectly?

13 A. Again, our teams communicate with the contract  
14 interpreters on a daily basis.

15 Q. That would be directly, wouldn't it?

16 A. Well, again, not directly stated that this is giving you  
17 time to negotiate, but their conversations had, you know.

18 Q. Okay. So there was no direct statement that this was --

19 A. I don't recall. I mean we did send out communications,  
20 but I don't have a copy of it.

21 Q. When this was -- when the notice was sent out, did  
22 anyone actually negotiate a longer term than this?

23 A. We had several that negotiated and ultimately gained new  
24 contracts or longer periods of performance. We had some who  
25 told us they weren't going to accept any more work orders,

1 and then most of them accepted and continued to work because  
2 this was extending what they already had.

3 Q. Unilaterally.

4 A. Yes.

5 Q. And those interpreters that did negotiate, did they  
6 negotiate an entirely new contract, or did they just  
7 negotiate a longer extension?

8 A. I can't recall the specifics other than all the above.

9 Q. Who would recall the specifics on that?

10 A. Probably Jessica Hatchette, but again, she's going  
11 through hundreds of thousands along with her team.

12 Q. I'd like to move over to the next one, 523.

13 A. I'm sorry.

14 Q. Page 523. Do you have any personal knowledge of this  
15 document?

16 A. Yes.

17 Q. Do you recall who drafted this document?

18 A. Drafted was procurement, and reviewed, edited by myself,  
19 and eventually went to legal review.

20 Q. Okay. So it was drafted by either Jessica Hatchette or  
21 someone under her?

22 A. Yes.

23 Q. Now, this includes a section that we haven't seen before  
24 at least while we've been reviewing it here, this travel  
25 note. This section contains example rates, but you will be

1 compensated per the rate in your agreement.

2 A. Um-hum.

3 Q. Did anyone obtain rates that were different from the  
4 example rates?

5 A. Yes.

6 Q. Were they higher than the example rates? Were there any  
7 that were higher than the example rates?

8 A. Mostly higher.

9 Q. Let's go over to Joint Exhibit 1(w). That's on page  
10 531. Do you have any personal knowledge of this document?

11 A. Yes.

12 Q. Do you recall who drafted it?

13 A. Again, the original draft, I'm not sure but --

14 Q. Okay. This appears to be a 4-month extension from  
15 January 31, 2017, to April 30, 2017.

16 A. Correct.

17 Q. And this was a unilateral modification as well?

18 A. I'd say yes.

19 Q. And do you recall if interpreters were given notice  
20 about this unilateral modification?

21 A. I believe so, yes.

22 Q. Do you know whether there were any negotiations over  
23 obtaining a longer extension?

24 A. Same as before. Any negotiations that occurred would  
25 have been both on period of performance as well as terms and



1 conditions and rights.

2 MR. LOPEZ: I'm going to object as a nonresponsive  
3 answer, Your Honor.

4 JUDGE ROSAS: Repeat the question.

5 Q. BY MR. LOPEZ: Did any interpreters negotiate a longer  
6 extension than April 30, 2017?

7 JUDGE ROSAS: Yes or no.

8 THE WITNESS: Not that I know of.

9 Q. BY MR. LOPEZ: Move over to Joint Exhibit 1(x), page  
10 533. It looks pretty similar to Modification 3 that we  
11 looked at in Exhibit 1(v). Is this the same document that  
12 was drafted by someone in procurement?

13 A. Yes, I believe it was -- again, there may be an original  
14 source, and then it would have been refined in procurement.

15 Q. Do you recall whether any interpreters received travel  
16 rates higher than the examples provided here?

17 A. I don't recall precisely.

18 Q. Do you know who would know that?

19 A. I mean it's in a bunch of databases. So --

20 Q. Who was directly involved in that?

21 A. I was directly involved in it. I just can't recall  
22 thousands of data points right now.

23 Q. Do you recall one?

24 A. Yes, I'm sure I approved at least one that was over that  
25 -- either under the mileage or over the rate.

1 Q. Let's go over to the next one, Joint Exhibit 1(y) --

2 A. 1(y).

3 Q. -- 541. This also appears to be a unilateral  
4 modification. Is that your understanding as well?

5 A. Yes.

6 Q. Do you know if interpreters were given notice about this  
7 unilateral modification?

8 A. I believe they were.

9 Q. Do you recall if any were able to negotiate a term  
10 longer than past August 31, 2017?

11 A. They did not with this contract, with their current  
12 contract. So the answer would be no.

13 Q. Okay. Let's go to Joint Exhibit 1(z), modification 5,  
14 page 543. This is a unilateral modification as well,  
15 correct?

16 A. Yes.

17 Q. Okay. This is extending the contract that expires on  
18 April 15, 2017, to June 15, 2017. Were interpreters given  
19 notice of this unilateral modification?

20 A. I believe they were.

21 Q. And did any negotiate a term longer than June 15, 2017?

22 A. I do not know.

23 Q. Do you know if any negotiated an entirely new contract  
24 in response to this?

25 A. I do not know.

- 1 Q. Let's look at the next one, Joint Exhibit 1(aa), page  
2 545. Do you have any personal knowledge of this document?
- 3 A. Yes.
- 4 Q. This is also a unilateral modification?
- 5 A. Correct.
- 6 Q. Were interpreters given any notice of this unilateral  
7 modification?
- 8 A. Yes, they were.
- 9 Q. And were they able to negotiate a term longer than  
10 August 31, 2017?
- 11 A. No.
- 12 Q. Did any negotiate a new contract?
- 13 A. Yes. Did you say they could or did they?
- 14 Q. Did any negotiate --
- 15 A. I don't know if any did. They could.
- 16 Q. Were they notified that they could negotiate a longer  
17 term or a new contract?
- 18 A. I believe as part of the notification that went out  
19 ahead of this, that they were told that they could negotiate  
20 a new contract.
- 21 Q. How was that notification sent out?
- 22 A. I believe it was by email.
- 23 Q. Was it during RFQ?
- 24 A. I don't know if it was RFQ, RFP, or a notification.
- 25 Q. Let's move over to Joint Exhibit 1(bb), page 547. Do

1 you have any personal knowledge of this document?

2 A. Yes.

3 Q. And do you know if the interpreter -- this is a  
4 unilateral modification, correct?

5 A. Correct.

6 Q. And it's a unilateral modification extending the  
7 contract expiring April 30, 2017, to June 30, 2017. Were  
8 interpreters given any notice of that extension?

9 A. I believe so.

10 Q. Did any negotiate a longer extension?

11 A. I don't know if they did. They could.

12 Q. Did any negotiate a new contract?

13 A. I don't know.

14 Q. Okay. Let's go over to Joint Exhibit 1(cc) on page 549.  
15 Do you have any personal knowledge of this document?

16 A. Yes.

17 Q. Okay. And this is a unilateral modification as well?

18 A. Correct.

19 Q. And are interpreters given notice of this unilateral  
20 modification?

21 A. I believe so.

22 Q. Were they given an opportunity to negotiate past  
23 August 31, 2017?

24 A. No.

25 Q. Did any negotiate a new contract in response to this?

1 A. It's possible.

2 Q. Let's move to the packet that starts with Joint Exhibit  
3 1(dd). Again, this takes us to 551, Joint Exhibit (dd).  
4 This looks like a similar document. Is this also a  
5 unilateral modification?

6 A. Correct.

7 Q. And interpreters were given notice of this unilateral  
8 modification?

9 A. I believe so.

10 Q. And did interpreters negotiate the term longer or past  
11 August 31, 2017?

12 A. No.

13 Q. Let's move over to Joint Exhibit 1(ee).

14 A. I'm sorry. 1(ee).

15 Q. Yeah, page 553. Do you have any personal knowledge of  
16 this document?

17 A. Yes.

18 Q. And this is also a unilateral modification?

19 A. Correct.

20 Q. And interpreters were given notice of this unilateral  
21 modification?

22 A. I believe so.

23 Q. And did they have the opportunity to negotiate a longer  
24 term past August 31, 2017?

25 A. No.

- 1 Q. Let's move over to Joint Exhibit 1(ff), on page 555. Do  
2 you recognize this document?
- 3 A. Yes.
- 4 Q. Do you know who drafted this document?
- 5 A. Jessica in procurement.
- 6 Q. Did anyone need to approve this document?
- 7 A. I reviewed it, and I'm pretty sure it would have  
8 received at least a legal review. It's common to do that.
- 9 Q. Do you know who this -- who the modification was sent  
10 out to?
- 11 A. The modification would have been sent out to those  
12 who -- incumbent interpreters, contract interpreters, who  
13 were on ICAs 1.0, 2.0, who did not choose a new contract.
- 14 Q. Does it state that anywhere that it was in response to  
15 ICAs 1.0 and 2.0?
- 16 A. It's not going to say it in there. It's the  
17 distribution.
- 18 Q. So you just know that from --
- 19 A. I know that period before its expiration.
- 20 Q. Okay. And could -- interpreters were given notice of  
21 this unilateral modification?
- 22 A. Yes.
- 23 Q. And did any interpreters negotiate a longer term than  
24 what is shown here, September 1, 2017?
- 25 A. If they select a new contract, which several did.

1 Q. Do you know what the initial proposal on that new  
2 contract would have been from SOSi?

3 A. Can you please clarify?

4 Q. So you just mentioned that if they chose a new contract,  
5 it could be longer.

6 A. Um-hum.

7 Q. Okay. It seems that SOSi provides the initial terms or  
8 the initial proposal.

9 A. Right.

10 Q. So do you know what that initial proposal was?

11 A. So the 3.01, which we reviewed earlier, was a 3-year  
12 contract, 1 base year, 2 option years. So through August 31,  
13 2020.

14 Q. And in that contract that offers a base year and 2  
15 option years, how did those option years work?

16 A. If we choose to extend them, we extend them. Of course,  
17 if the interpreter doesn't want to be extended, then they  
18 would notify us.

19 Q. Okay. And the extension from SOSi on those option  
20 years, would that be of the contract terms that they already  
21 had?

22 A. No, if they're on the new -- okay. So if they take the  
23 3.01, that's the terms and conditions. If they took the new  
24 Attachment A and B of the 3.01 but stuck it to the current  
25 contract, then we would stick with the terms and conditions

1 of their current contract that they're extending.

2 Q. Do you recognize this document?

3 A. I know of it. I don't remember the specifics of this  
4 one, but it's common to others.

5 Q. So do you have any personal knowledge of this document?

6 A. Not of this one.

7 Q. Do you know who would?

8 A. Jessica Hatchette.

9 Q. Please go over to Joint Exhibit 1(hh) on page 564. This  
10 appears to be the same as 1(gg), just with a different due  
11 date. So you don't have any personal knowledge of this  
12 document?

13 A. Again, I had just taken over, and so there was a lot  
14 going on, and I know it was kind of sent through me quickly.  
15 I just don't -- I can't personally recollect it right now.

16 Q. I'm sorry. You don't recall then?

17 A. I don't recall.

18 Q. Let's go over to page 570, Joint Exhibit 1(ii). It also  
19 appears to be the same document, just a different due date.  
20 So, again, you don't have any personal knowledge of this  
21 document, do you?

22 A. Again, I reviewed them. I just can't speak to it. So  
23 no.

24 Q. You don't recall this document?

25 A. No, I don't recall this.



1 Q. Joint Exhibit 1(jj) on 576. This appears to be the same  
2 case. You don't have any personal knowledge of this document  
3 as well?

4 A. Correct.

5 Q. Joint Exhibit 1(kk) starts on page 582. Do you have any  
6 personal knowledge of this document?

7 A. I specifically remember the process that we're doing and  
8 again the contents of it. Nothing jumped out at me. So my  
9 personal recollection is, you know, it was part of a process,  
10 we staffed it, I approved it, we did it. I mean it was sent  
11 out.

12 Q. And in this document, on the third paragraph, it states,  
13 "SOSi has provided a not to exceed hourly rate maximum. Any  
14 rate that exceeds that maximum rate will be considered  
15 technically unacceptable and ineligible for immediate  
16 subcontract award." So interpreters could not negotiate this  
17 hourly rate maximum?

18 A. They could.

19 Q. Because it's technically unacceptable, isn't it?

20 A. It does, and they still submit it.

21 Q. It says -- in fact, it says they would be "ineligible  
22 for immediate subcontract award."

23 A. Right.

24 Q. So anyone reading this on face value would not  
25 necessarily understand that, correct?

- 1 A. If they weren't knowledgeable of the process, correct.
- 2 Q. Do you know whether this was the first time that a
- 3 document like this had been sent out?
- 4 A. We had sent other RFQs out, as you saw.
- 5 Q. Reading that language though, that --
- 6 A. Yeah, I can't personally recollect whether this was the
- 7 first time it was sent out like that.
- 8 Q. It also states that travel reimbursement is now
- 9 standardized and will not be individually negotiated, doesn't
- 10 it?
- 11 A. Yes.
- 12 Q. Earlier you mentioned that travel reimbursement is or
- 13 travel rates were always negotiated, no?
- 14 A. They are.
- 15 Q. This expressly contradicts that, doesn't it?
- 16 A. They negotiate it at the work order level. This is ICA
- 17 level, and they still try to negotiate this --
- 18 Q. I'm sorry. What was that before?
- 19 A. So this is at the ICA level, Independent Contractor
- 20 Agreement.
- 21 Q. Okay.
- 22 A. At the work order level, many will still try to
- 23 negotiate the rates.
- 24 Q. So if their ICA contains a travel rate, they could still
- 25 negotiate it on a work order?

1 A. They can.

2 Q. And in this document, it also states only hourly rate  
3 quotes will be considered for this award. So interpreters  
4 couldn't propose a half day rate or a full day rate in  
5 response to this?

6 A. Again, they could. We're trying to communicate what we  
7 desire.

8 Q. Let's go over to JX-1(11). It's on 586. This appears  
9 to be the same document, just with a different due date. So,  
10 again, this states those are not to exceed our rate maximum  
11 and anything that exceeds that will technically be  
12 unacceptable and ineligible for subcontract work. Your  
13 position is still that interpreters could negotiate that?

14 A. They could always submit whatever they wanted to and  
15 negotiate.

16 Q. And in response to this, did anyone actually get  
17 something that contradicted that, a higher hourly rate --

18 A. Higher hourly rate, yes.

19 Q. -- than the rate maximum? Did they get any half  
20 day/full day rates?

21 A. Not that I recall.

22 Q. Did any -- do you know if anyone proposed a half  
23 day/full day rate?

24 A. Unknown. I'm pretty certain, yes.

25 Q. Do you know why they weren't provided with a half day,

1 full date rate?

2 A. So, again, my mind's flashing through spreadsheets right  
3 now. So they proposed half day/full day. We counter  
4 proposed. Negotiation now with the higher hourly rate to see  
5 if we can get them off the half day/full day rate. They  
6 either accept that or they don't. If they don't, then they  
7 get extended using their half day/full day rate. If they're  
8 on an hourly rate, I haven't seen any that propose half  
9 day/full day.

10 Q. Are interpreters allowed to share their proposals from  
11 SOSi?

12 A. I'm sorry. Can you say that again?

13 A. Are interpreters allowed to share the proposals they  
14 receive from SOSi?

15 A. You mean just the regular form itself?

16 Q. The terms in the RFQ or the terms initially proposed by  
17 SOSi in any document, are they allowed to show that to other  
18 interpreters?

19 A. I think generally if there is an individual negotiation  
20 going on between SOSi and a contractor, then the answer is  
21 no. That's to the best of my knowledge.

22 Q. So an independent contractor then cannot seek advice  
23 from other independent contractors on how to propose a rate  
24 or how to counter-propose a term?

25 A. Again, I think Jessica would probably know more about

1 that as a subject matter expert. There's -- you say can they  
2 seek, and they do, yes, they can. Should they is a different  
3 issue.

4 Q. Is there anything from preventing them from doing that?

5 A. I don't think so.

6 Q. Let's go over to Joint Exhibit 1(mm). Do you have any  
7 personal knowledge of this document?

8 A. I do not.

9 Q. Do you know who would?

10 A. I do not.

11 Q. At the bottom of this document, it states that if anyone  
12 has any questions, they can go to DOJIC@SOSi.com. Whose  
13 email is that?

14 A. I'm sorry. Which page are you on?

15 Q. I'm still in 592.

16 A. Okay. That's a group email. It goes to the members of  
17 the DOJ procurement team.

18 Q. So that's Jessica Hatchette and everyone who works under  
19 her?

20 A. Report to her, yes.

21 Q. Are the only people that have access to that email?

22 A. I believe so.

23 Q. And anyone working under Jessica Hatchette would be able  
24 to respond from that email?

25 A. If she gave them permission, there's probably, you know,

1 someone who maybe is working a different set of tasks. So I  
2 don't know how she set up the permissions.

3 Q. Okay. But generally if someone working under Jessica  
4 Hatchette were to use that email, they would --

5 A. For this express purpose, yes.

6 Q. Okay. If you can go over to Joint Exhibit 1(oo) on page  
7 598. Do you have any personal knowledge of this document?

8 A. I do not.

9 Q. Do you know who would?

10 A. I do not.

11 Q. This is also from the DOJ IC or -- well, it says notify  
12 at egnyte.com, but then it also says DOJ IC next to it. Do  
13 you know who has access to the notify at egnyte.com email?

14 A. I do not.

15 Q. If you go over to the next page, 598, there's a little  
16 box, and it says "RFQ - California Spanish 9.12.16." Do you  
17 know what that document is?

18 A. I can assume by the title. RFQ for Spanish interpreters  
19 in California.

20 Q. Okay. Did every state Spanish interpreter have or  
21 category of Spanish interpreter in other states have its  
22 own -- have their own RFQ as well?

23 A. Not that I know of.

24 Q. So only California did?

25 A. I believe so.

1 Q. Is there a reason why that was the case?

2 A. I think because of the negotiations that had occurred  
3 previously as testified.

4 Q. This is in September 12, 2016, right? It says 9/12/16.  
5 So that would have been after that initial contract would  
6 have ended, correct?

7 A. The date says that, but I mean I don't know when this  
8 was developed. I wasn't around for that.

9 Q. Okay. Well, on the first page, it says it was sent on  
10 September 12, 2016. Do you have any reason to believe that's  
11 not the case?

12 A. That it wasn't to the California group?

13 Q. No, that it wasn't sent on September 12, 2016?

14 A. No, I have no reason to believe that to be false there.  
15 I was just saying I don't know the title of that file dated  
16 9/12, whether that was the date it was developed or the date  
17 it was sent. I don't know how they came up with their naming  
18 convention for the file.

19 Q. Okay. And after -- has SOSi maintained sort of a  
20 separate category for California interpreters?

21 A. It had, but I'd say it's pretty much gone now.

22 Q. Do you know when they stopped using it?

23 A. Probably between last winter and this spring  
24 essentially. Yeah, we don't really -- we go more by the  
25 period of performance expiration date for arranging things.

1 Q. And the time that you've been at SOSi, what would be the  
2 other category that's not California category of  
3 interpreters? Would it be just non-California?

4 A. Yeah, so California non-Spanish and then all the rest.  
5 I think it's more of a convention on how to group our work  
6 effort.

7 Q. And were the terms any different or the initial  
8 proposals offered?

9 A. They're all going to be individualized or early  
10 situational.

11 Q. Okay. So the initial proposal sent out by SOSi were  
12 specific to each individual interpreter?

13 A. No, within either that group that's expiring at that  
14 date or for, you know, maybe for Spanish versus non-Spanish.

15 Q. Go over to Joint Exhibit 1(pp). That's at page 601.  
16 Have you ever seen this document before?

17 A. Not that I recall.

18 Q. Do you have any personal knowledge of this document?

19 A. I do not.

20 Q. Do you know who would?

21 A. I would assume with Jessica's name on the email, that  
22 she might.

23 Q. Let's go over to page 604. That's Joint Exhibit 1(qq).  
24 Have you ever seen this document before?

25 A. I'm pretty sure I have. This is again November. I had



1 just taken over, but it's a fairly similar templated letter  
2 of process, communication out, response back.

3 Q. Were you involved in the creation of this document at  
4 all?

5 A. I remember talking about some of the terms. I mean  
6 obviously we were talking rates for common, uncommon,  
7 Spanish, trying to do away with the half and full day rates,  
8 et cetera.

9 Q. And again that says maximum rates, right?

10 A. Correct.

11 Q. And this also states, "SOSi has eliminated ½ day and  
12 full day rates from the program and will only accept hourly  
13 rates"?

14 A. Correct.

15 Q. If you go over to the second page, there's another link  
16 here. It's "RFQ - New ICA Only California Non-Spanish." So  
17 that was another category that was used as well by SOSi?

18 A. I'm sorry. Where are you?

19 Q. On the second page of this document.

20 A. Okay.

21 Q. Page 605.

22 A. Yeah, there's a lot of words in there. So -- it's like  
23 three different groups there, I guess.

24 Q. Okay. So who would be in the SCSI group?

25 A. I don't know.

1 Q. Was that category ever used while --

2 A. I had heard it, and I don't know. It never was  
3 explained to me, and I don't have a personal recollection.

4 Q. Okay. Do you know who would?

5 A. I don't.

6 Q. Who's in charge of setting up RFQs?

7 A. So procurement sends them out per the direction of the  
8 program manager, and in conjunction with our staff  
9 coordination and with procurement functional, you know,  
10 procurement function and overall the director I guess, but  
11 legal.

12 Q. Who would that be as far as individually?

13 A. Yes, so Jessica's --

14 Q. That would be Jessica.

15 A. -- procurement.

16 Q. Ms. Hatchette?

17 A. Yes.

18 Q. Okay. If we go over to the next page, Joint Exhibit  
19 1(rr), you don't have any personal knowledge of this  
20 document?

21 A. Again, it was after I had taken over, and I was involved  
22 in the development of it and, you know, gave the approval for  
23 sending it out, but I don't specifically recall.

24 Q. Okay. Again, the link down here, now it says "RFP Non-  
25 Cali." Is it your understanding that that's non-California

1 interpreters?

2 A. That is my understanding. Again, it's an attempt to  
3 group so we don't have to conquer, you know, all 50 states  
4 that language --

5 Q. But it's conquering all the other 49 states though.

6 A. No. I mean I think California has the majority of  
7 interpreters and certainly a large share of the work orders.

8 Q. But as far as the interpreters in the other states, it  
9 was still the same -- are the same category, non-California?

10 A. Again, each of them are somewhat situationally  
11 different. So I'm not ready to say that they're all grouped  
12 in one homogenous group.

13 Q. So what other categories would exist then in sending out  
14 a RFP? Because we've seen --

15 A. So it depends on your expiration date. That's how we  
16 typically -- and as I say, we got away from this and moved  
17 more towards the period of performance expiration date as the  
18 way to organize our work.

19 Q. And at the time these categories were used, there was --  
20 so far we've seen California Spanish. We've seen California  
21 non-Spanish. We've seen non-California. And are there any  
22 other categories that were used at that time?

23 A. I don't know.

24 Q. Okay.

25 A. Since I've been there, I haven't really -- we haven't

1 really used that and haven't really focused on that. We  
2 focus more on expiration date.

3 Q. Do you know who would have been the person who decided  
4 to use those categories?

5 A. Originally, no.

6 Q. Do you know what position that would be?

7 A. I don't know.

8 Q. Do you know who would know?

9 A. I don't know. It would be assuming.

10 Q. Let's go over to Joint Exhibit 1(ss) on 610. This  
11 appears to be ICA version 11/29/16. Do you have any personal  
12 knowledge of this document?

13 A. Yes.

14 Q. Okay. Do you know who prepared this document?

15 A. Procurement along with the program, myself, legal.

16 Q. And if you go over to page 619, there's two comments  
17 there on the right.

18 A. Um-hum.

19 Q. Do you know who added those comments?

20 A. I think Jessica probably added them in. It would have  
21 probably been at my direction, or at least there was a  
22 discussion about that.

23 Q. And the first comment directs interpreters to enter all  
24 languages to which they're qualified to interpret. The  
25 second one directs them to enter their proposed rate,

1 correct?

2 A. Correct.

3 Q. And if many of the terms in this contract are  
4 negotiable, why specifically point out those two?

5 A. Generally, the contract interpreters have a hard time  
6 filling out any forms. And so there's instructions to place  
7 where we really need them to enter information.

8 Q. So the most vital part of this contract as far as SOSi  
9 is concerned are entering the rates?

10 A. It's certainly one of the key negotiation points.

11 Q. So we're going to skip a couple here and go over to  
12 Joint Exhibit (eee). That's on page 711 starting with the  
13 document that says Joint Exhibit 1(aa). That should be on  
14 page 711 of that stack.

15 A. I'm sorry. You said 711?

16 Q. Yeah, I believe so. Yes, 711. ICA version 10/14/2016.  
17 So moving over to 712, that's the actual document. Do you  
18 have any personal knowledge of that Independent Contractor  
19 Agreement?

20 A. I do. It was developed prior to me getting there, but  
21 it was in place, you know, when I was -- when I came into the  
22 program.

23 Q. Go over to page 720.

24 A. 720.

25 Q. 720, yeah. That's part of Attachment A of this

1 Independent Contractor Agreement.

2 A. I'm sorry. You said 720. That's Attachment B.

3 Q. Yeah, Attachment B.

4 A. Okay.

5 Q. Sorry. So it states that SOSi -- there's a section  
6 under travel, but there's a bullet point, "SOSi will pay a  
7 higher stipend for the first and last day of assignment. For  
8 any assignments lasting greater than two days, SOSi will  
9 compensate the contractor at his or her hourly rate times  
10 hours worked." Could interpreters deviate from this?

11 A. Could they negotiate that? Yes.

12 Q. Could they negotiate a standard rate across all days of  
13 the assignment?

14 A. I believe we have some that still have that negotiated  
15 rate.

16 Q. What about in response to this contract?

17 A. I can't tell you right now.

18 Q. So if you go over to 721, the bolded section under  
19 Overnight Travel.

20 A. Okay.

21 Q. It mentions that actual reimbursement will be based on  
22 the contractor's actual hourly rate plus the appropriate  
23 stipend. What is the appropriate stipend? What would that  
24 be?

25 A. So the first and last day of the travel assignment is

1   \$75. The days in between is \$50, and then the 8 hours  
2   guaranteed first and last day, commensurate on rate for  
3   the -- well, for the first and last day and the minimum hours  
4   worked for the days in between.

5   Q. Is that the formula noted here in the table --

6   A. Yes.

7   Q. Is that used standardized across the board?

8   A. For this contract, they're showing \$50 as an example.

9   So those who signed this contract, they would have received  
10  this formula or this method for their rates for travel.

11  Q. So it's for those who decided not to negotiate this  
12  contract?

13  A. So those who were on previous contracts still had no  
14  travel. So they negotiated every travel work order, and then  
15  for those who may have had a unique contract, maybe they had  
16  it specified in their contract. I can't recall any specific  
17  ones, but there's always a possibility that somebody had  
18  something, but for the most part, since this is a 2.0, I see  
19  we're talking about those who are on 1.0, they negotiated  
20  each of their travel orders.

21  Q. So those on 2.0 had a travel rate already included in  
22  their ICA?

23  A. This is the 2.0. If they signed this agreement, they  
24  would have received this travel calculation, this travel rate  
25  calculation.

- 1 Q. So version 10/14/16 is also version 2.0?
- 2 A. Correct.
- 3 Q. So regardless of the version date that's mentioned at
- 4 the bottom, it could be what is considered version 1, version
- 5 2, or version 3?
- 6 A. Yeah. I wouldn't go off that date that much, I guess,
- 7 just because there may be some errors or inconsistencies.
- 8 Q. And you recognize that this is version 2.0 based on your
- 9 experience of dealing with this contract?
- 10 A. Correct.
- 11 Q. Is there a way to identify this as version 2.0 without
- 12 knowing it beforehand?
- 13 A. Travel, enumeration of travel rates in it, because the
- 14 1.0 did not do that and stated that travel work orders would
- 15 be negotiated on an individual work order basis. And then
- 16 the hourly table, the hourly rate with the 2-hour minimum.
- 17 Q. And did that change in version 3.0?
- 18 A. 3.0 is a different ICA.
- 19 Q. Okay. How --
- 20 A. So the other 2.0 is different as well.
- 21 Q. How is the other 2.0 different?
- 22 A. So it's a 3-hour minimum versus a 2-hour minimum in a
- 23 standard job.
- 24 Q. Okay. Thank you for clarifying those. Let's go over to
- 25 Joint Exhibit 1(fff).



1           MR. ROBERTS: Your Honor, at this time, I'd just like to  
2 point out this exhibit is one of the ones subject to the  
3 protective order and that we talked about testimony to. We  
4 have some people in the audience that may not have seen the  
5 protective order. I jus wondered if some kind of --

6           **JUDGE ROSAS: Go off the record.**

7           **(Off the record from 5:27 p.m. to 5:31 p.m.)**

8           **JUDGE ROSAS: On the record.**

9           Are we all understood?

10          MR. ROBERTS: I believe so.

11          MS. HADDAD: Yes, Your Honor.

12          JUDGE ROSAS: Okay.

13 Q. BY MR. LOPEZ: We're on Joint Exhibit 1(fff). This is  
14 titled July 22, 2016 RTW. Do you recognize this document?

15 A. Yes.

16 Q. Was this document prepared as part of this litigation?

17 A. It would have been prepared as part of the program. I  
18 mean it was --

19 Q. So this exists.

20 A. It was provided by.

21 Q. Okay. And it states July 22, 2016. What period does  
22 this spreadsheet cover?

23 A. So that would be as of that date, the rates. So --

24 Q. Okay. So --

25 A. -- anything that changed afterwards wouldn't be captured

1 here. It would be somewhere else.

2 Q. So this only reflects rates up until that time period?

3 A. As of July 22nd, yes.

4 Q. And does this also include anyone that was no longer  
5 working for SOSi or did not have a contract with SOSi as of  
6 July 22, 2016, but may have previously had one?

7 A. No, this is only those in the ready-to-work pool. So  
8 contract.

9 Q. And what is the ready-to-work pool?

10 A. It's just a common reference. Honestly I'm not sure who  
11 came up with it first, but it's those interpreters who are  
12 qualified to provide contract support to EOIR Immigration  
13 Courts.

14 Q. And I'm just going to go through columns here, that you  
15 can explain this a little bit to us. On the first column,  
16 column A, what does that designate? What does that mean?

17 A. So incumbent meaning Lionbridge incumbent. I don't  
18 think you can find any that say new. I believe we're going  
19 to go over another spreadsheet that will have new.

20 Q. So this was Lionbridge incumbents at EOIR?

21 A. That's correct. Those who worked contract support at  
22 the EOIR.

23 Q. And so as of July 22, 2016, there were no interpreters  
24 that were not Lionbridge incumbents?

25 A. Yeah. So when I testified in September was our first,

1 there may have been one or two, but in September 2016 is when  
2 we started to acquire new non-Lionbridge incumbent  
3 interpreters.

4 Q. Okay. So there have been --

5 A. There may have been one or two. That's correct.

6 Q. Okay. Column B on that first page, what is that? What  
7 does that mean? What does that designate?

8 A. When they were added to the ready-to-work pool or list.

9 Q. So that's --

10 A. Makes them qualified to start to provide contract  
11 support. The Department of Justice requires us to submit a  
12 roster, and so they have to be on that roster.

13 Q. And when does that date -- when is that date marked? Is  
14 it as of the time they sign the contract?

15 A. No, the date that they're fully qualified, and so it  
16 would be different for different people.

17 Q. Okay. And could you -- you may have explained this, and  
18 I apologize. What other steps would be required here? Like  
19 this person on row 2 on 19 November '15 --

20 A. Um-hum.

21 Q. -- what would they have done to have been on the ready-  
22 to-work list on that date?

23 A. So the vast majority of our Lionbridge incumbents were  
24 grandfathered into the contract, and so it was just the date  
25 that we added them and that that roster was submitted to --

1 for that month was submitted to the Language Services Unit at  
2 DOJ.

3 Q. Okay.

4 A. If they weren't -- and they're still required to have a  
5 contract with us because we can't utilize someone who doesn't  
6 have a valid contract with us.

7 Q. So they may have signed the contract before then?

8 A. They may have, correct.

9 Q. So this is -- really the only thing this designates is  
10 when, because they were incumbent interpreters, is when this  
11 was -- their name was submitted to DOJ.

12 A. Essentially, right.

13 Q. Okay.

14 A. Now that we have new interpreters, it's a little bit  
15 different --

16 Q. Okay.

17 A. -- because they go through the SCSI stuff, the testing.

18 Q. And then over on column Q, it says Last Case there.  
19 What does that designate?

20 A. The last work order that they performed.

21 Q. As of July 22?

22 A. As of July 22nd.

23 Q. And Cases To Date on column R?

24 A. The number of confirmed work orders.

25 Q. Okay. So this is only the amount of work orders that

1 they had actually worked?

2 A. Correct. So we call it confirmed but --

3 Q. Okay.

4 A. -- they performed the service, the language  
5 interpretation service, I guess the work order or a case or a  
6 hearing. I think those three are kind of interchangeable and  
7 a lot of lexicon.

8 Q. And how does an interpreter confirm a case?

9 A. So availability of the interpreter is kind of -- step  
10 one is simultaneous. Either an interpreter makes his or her  
11 availability known to the regional coordinator and/or the  
12 order is received from EOIR. Step 2 is the regional  
13 coordinator offers that work order based off of availability  
14 that he or she knows of for that contract interpreter or  
15 others. That work order is then either accepted or declined  
16 by the contract interpreter. Once it's accepted, then it's  
17 awarded by the regional coordinator, and then the contract  
18 interpreter goes and performs the service against that work  
19 order.

20 Q. Okay. And so then a case is not confirmed when an  
21 interpreter accepts the case?

22 A. The case is confirmed when we lock in all the details,  
23 essentially when that work order is awarded. That may not be  
24 the terms necessarily used by some of the regional  
25 coordinators, but you know, if I say, hey, do you want to do

1 this? And you say, yeah, maybe, you know. Okay. Let me  
2 know. Yeah, I can do it. Are you sure? Yeah. Are you  
3 sure? Yes. Okay. Now it's confirmed. We have to submit  
4 the names to LSU for all orders. So that's why we have to  
5 have it confirmed.

6 Q. So the case is only confirmed then when the work order  
7 finally gets over to DOJ? Is that -- did I mischaracterize  
8 that?

9 A. So between the confirmation, if I'm the regional  
10 coordinator and you're the interpreter, I'd say, are you  
11 going to do it? Yes, I am. Okay. I'm putting you down.  
12 Okay. We consider that confirmed, but we don't have another  
13 status such as performed.

14 Q. Okay.

15 A. So kind of the implied assumption is confirmed equals  
16 performed. We have some interpreters not show up sometimes,  
17 and so that does kind of mess it up, but it's not too often.  
18 So, for us, confirmed is you're going to do the work order  
19 that you agreed to, and it was awarded to you.

20 Q. So would a case be confirmed when the coordinator  
21 replies saying, all right, this is --

22 A. Yeah, that last transaction between the coordinator and  
23 the interpreter. I mean if there's casual conversation going  
24 on, then you can't guarantee it's the last email back and  
25 forth, but hey, do you have it? I've got it. Okay. You got

1 it. Great. It keeps going on. Somewhere in there, there's  
2 the magic point of you've got it.

3 Q. Okay.

4 A. It's your work order.

5 Q. It's kind of reading between the lines then.

6 A. Again, I mean it doesn't happen all the time, but some  
7 of the contract interpreters and the regional coordinators  
8 do, you know, email back and forth or have phone calls or  
9 whatever.

10 Q. And over on column S, Hourly Rate, what does that  
11 designate?

12 A. I'm sorry.

13 Q. On column S --

14 A. Um-hum.

15 Q. -- what does that designate?

16 A. So S is if they have a contract that has an hourly rate  
17 in their contract, then that's captured in column S.

18 Q. So the blank ones, what would be --

19 A. Then you look to the right, and they either have a half  
20 day or a full day or a flat rate.

21 Q. Okay. So on number -- this is -- row 9 appears to  
22 have -- row 9, column B, a flat rate of 475.

23 A. Correct.

24 Q. And do we know whether that -- is there a way to tell  
25 whether that's for local cases or for travel cases?

1 A. Not off of this.

2 Q. Not off this.

3 A. And with that flat rate, 99 percent, that's a 1.0  
4 contract. So, therefore, the travel rate won't be in the  
5 contract anyway. And so you would have to look at pay stubs  
6 and invoices to determine how much that interpreter was  
7 actually paid. It won't be below that.

8 Q. So the 1.0 contract offered flat rates then?

9 A. No, but it offered half and full as far as I can  
10 recollect.

11 Q. Okay. How did this guy get a flat rate then?

12 A. Well, many have them. It's negotiated.

13 Q. And a flat rate here, this interpreter would get 475 if  
14 he worked?

15 A. Two minutes.

16 Q. Two minutes. Okay. And then over here on X, it says  
17 miscellaneous notes. Is there any criteria for what goes in  
18 that column?

19 A. Not really. I mean the database, we're still  
20 developing, and so we were just trying to get anything put in  
21 so that other coordinators might know when dealing with this  
22 interpreter, hey, she likes this, you know, so don't offer  
23 her this type. So don't offer detained if she says in her  
24 notes that she doesn't do detained.

25 Q. So there are some interpreters here in the miscellaneous



1 notes that seem to have DQ notation.

2 A. Um-hum.

3 Q. Why would that be in there?

4 A. If LSU issued a disqualification, then that email would

5 have been -- or at least the notice from the email would have

6 been captured in those notes so that the coordinators know.

7 For example, in row 10, so A numbers -- you can see the

8 numbers. Like the A number there.

9 Q. Uh-huh.

10 A. So there is probably a conflict of interest with that

11 alien, and so don't assign that interpreter if another work

12 order comes up with that A number.

13 Q. But --

14 A. DQ for IJ.

15 Q. The ones that show an A number though, you know, they

16 may have a conflict of interest, but they're not necessarily

17 disqualified then?

18 A. Yeah, I mean they call it a DQ, but it's not really a

19 DQ. By LSU's definition it's a disqualification just for

20 that alien.

21 Q. Okay. So they can still work all other cases.

22 A. Right.

23 Q. If we turn over to the next page, look at row 37,

24 there's a DQ location, SND in miscellaneous notes. Do you

25 know what SND is?

1 A. So I believe that's San Diego, but each of the courts  
2 have a three letter designation. I just -- I haven't  
3 memorized them because that's probably San Diego.

4 Q. That would mean that he couldn't take cases -- could not  
5 take cases in the San Diego Courts?

6 A. At that location, correct.

7 Q. Is there any notation that's using this Miscellaneous  
8 that explains why someone is disqualified that you're aware  
9 of?

10 A. If it was provided, it would most likely be in these  
11 notes. A lot of times there's really not much provided.

12 Q. So DOJ doesn't explain why someone has been disqualified  
13 if they are disqualified?

14 A. Not necessary for a -- again, this was a developing  
15 database back in July. So now we have more. Everything's  
16 still preserved, which wasn't captured in this spreadsheet.

17 Q. Let's go over 728. If you go to just 115 through 124.

18 A. Rows 115 to 124.

19 Q. Yeah.

20 A. Okay.

21 Q. If you go down to X, there's -- it says TE 50 per and  
22 then an address. What is TE 50?

23 A. So T is a telephonic interpretation, and the address I  
24 believe for this individual is the address being utilized for  
25 the telephonic. Per the DOJ contract, there has to be a

- 1 landline for telephonics.
- 2 Q. And so 50 would be their hourly rate for the telephonic?
- 3 A. For that telephonic.
- 4 Q. And then is that repetitive of what's on row W, if we go
- 5 back to the 725?
- 6 A. Column W?
- 7 Q. Yeah, column W.
- 8 A. Just in general.
- 9 Q. Yes, telephonic rate?
- 10 A. I think without going back to that first one, but I
- 11 think that's the telephonic rate.
- 12 Q. Yeah.
- 13 A. Yeah.
- 14 Q. Is there a reason why it wouldn't be included in
- 15 column W?
- 16 A. It's maturing systems and processes --
- 17 Q. Okay.
- 18 A. -- what the report is pulling from.
- 19 Q. So the miscellaneous section where there's an address,
- 20 that's usually because there needs to be a telephone line?
- 21 A. For that one.
- 22 Q. Just for that one?
- 23 A. For that one I'm assuming that. There could be others.
- 24 Again, since the notes, you know, don't have any context,
- 25 there may be something else.

1 Q. Okay. I just want to understand what we have. So is  
2 there another reason why the address would be there?

3 A. Sometimes an interpreter uses one mailing address, has  
4 another, and so the coordinator may have put that in so that  
5 when they're trying to calculate travel rate or commuter  
6 stipend or something like that, they're using the right one.

7 Q. Okay. Go over to page 731. That's row 191, column X,  
8 it says Jakartanese.

9 A. It's probably the dialect of Indonesian.

10 Q. Okay. Excuse my ignorance. There's multiple dialects.

11 A. Absolutely, especially with indigenous.

12 Q. Okay. If you could go over to page 735, the column X  
13 for the first few ones there that say "See Cyber notes" --

14 A. Um-hum.

15 Q. -- for additional language. What are those Cyber notes?

16 A. Cyber is our recruiting system. So that information  
17 wasn't consolidated as much as it is now. So Cyber was one  
18 system being utilized for a company with multiple language  
19 programs, contracts. So it uploaded in Cyber so other  
20 coordinators could see.

21 Q. Okay. So it's like a type of software that SOSi used at  
22 the time?

23 A. Yeah. I don't know if it's software or a system or  
24 both, you know. I'm not -- I mean --

25 Q. Sorry. I don't know the difference. Let's go over to

1 738, and that's looking at row 430, column X. There are  
2 multiple cities there with different numbers. Could you  
3 explain that?

4 A. Yeah, so those are specific rates for the locations that  
5 were negotiated, and then the A number for the DQ it looks  
6 like.

7 Q. And so that interpreter had a set rate for every -- for  
8 these locations?

9 A. For those locations, right.

10 Q. Could that interpreter decide to negotiate a higher rate  
11 after they had already received this rate?

12 A. Yeah. So earlier I talked about negotiation at the ICA  
13 level --

14 Q. Um-hum.

15 A. -- and then negotiation at the work order level.

16 Q. Okay.

17 A. And both occur -- we prefer it at the ICA level, just so  
18 we can know proper payment, all the systems are on these  
19 contracts, but at the work order level, this individual might  
20 decide, you know, for LA3 or LOS, I'm going to take X amount  
21 of money versus -- this is LA, so 280 -- is that for both?  
22 Whereas OCD is 230 and maybe -- so they could negotiate at  
23 that level as well.

24 Q. Okay. And do you know whether something that's  
25 designated like that would also be reflected in their ICA?

1 A. No. So that's part of our challenge, is we want them to  
2 get new contract to capture these negotiations, because if  
3 not, we have an audit trail issue. So every time they  
4 negotiate at the work order level, we're trying to get them,  
5 especially if they start to develop a pattern, we say why  
6 don't you go and negotiate a new contract so we can have that  
7 new rate in it, because auditors ever come in and look and  
8 say, well, you're supposed to be paying 230 for Orange County  
9 and you're paying 250. Well, that's because the contractor  
10 negotiated a higher rate outside of the ICA for a work order.  
11 So we prefer to get these rates captured in their contract,  
12 but they still go at the work order level.

13 Q. And so could interpreters then, in order to reflect that  
14 rate that they're getting more often, re-negotiate their  
15 contract before the expiration of that contract?

16 A. They could, yes. I mean --

17 Q. Did that happen?

18 A. We definitely have executed multiple contracts before  
19 their expiration date.

20 Q. Would TA be something related to telephone, like "(TA)"?

21 A. I need to look up what TA stands for.

22 Q. Okay. But if you maybe look up at the context  
23 surrounding it, looking at 739, row 465.

24 A. Right.

25 Q. I'm having trouble with columns here. Column X, there's

1 a "(TA)."

2 A. See, I'm not sure what the TA stands for.

3 Q. Let's go over to page 743 and look at column X at the  
4 top there. There's three rows that say 1993. Do you know  
5 what that would mean?

6 A. Sometimes they'll put in when they started, and so I'm  
7 guessing on this one for 1993. Sometimes going back, how far  
8 they went back, I'm sorry, back to working for Immigration  
9 Courts.

10 Q. So EOIR under previous --

11 A. Correct.

12 Q. -- contractors.

13 **(Pause.)**

14 MR. LOPEZ: Your Honor, I'm going to be starting another  
15 spreadsheet. I don't know if you want to wait for tomorrow  
16 or whether you --

17 JUDGE ROSAS: How much time do you have left  
18 approximately?

19 MR. LOPEZ: I don't know what notations would be  
20 included that need explanation.

21 JUDGE ROSAS: What do other counsel want to do? Break  
22 at this point?

23 MR. ROBERTS: I would say so. I know you asked the  
24 question, but I didn't really hear the answer. Do you know  
25 how much longer you have total?

1 MR. LOPEZ: Oh, total. Total, I'm not entirely sure.  
2 I'm sorry.

3 MR. ROBERTS: But at least an hour.

4 MR. LOPEZ: Yeah, I'd say more than an hour.

5 JUDGE ROSAS: So let's adjourn at this point and resume  
6 at -- can we start at 9:00 tomorrow?

7 MS. HADDAD: Yes, Your Honor.

8 MR. ROBERTS: Yes.

9 JUDGE ROSAS: Okay. We're adjourned until 9 a.m.  
10 tomorrow morning.

11 **(Whereupon, at 6:01 p.m., the hearing in the above-entitled**  
12 **matter was continued, to resume the next day, Wednesday,**  
13 **October 11, 2017, at 9:00 a.m.)**

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This is to certify that the attached proceedings before the National Labor Relations Board (NLRB), Region 21, in the matter of **SOS INTERNATIONAL, LLC**, Case Nos. 21-CA-178096, et al., at Washington, D.C., on October 10, 2017, was held according to the record, and that this is the original, complete, and true and accurate transcript that has been compared to the recording, at the hearing, that the exhibits are complete and no exhibits received in evidence or in the rejected exhibit files are missing.

Official Reporter

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 21

---

In the Matter of:

**SOS INTERNATIONAL, LLC,**

Respondent,

and

**PACIFIC MEDIA WORKERS GUILD,  
COMMUNICATIONS WORKERS OF  
AMERICA, LOCAL 39521, AFL-CIO,**

Charging Party.

---

Case Nos. **21-CA-178096  
21-CA-185345  
21-CA-187995**

The continuation of the above-entitled matter came on for hearing pursuant to notice, before **MICHAEL A. ROSAS**, Administrative Law Judge, at the **National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C.**, on **Wednesday, October 11, 2017, at 9:00 a.m.**

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1		<u>I N D E X</u>				
2						<b>VOIR</b>
3	<b><u>WITNESSES</u></b>	<b><u>DIRECT</u></b>	<b><u>CROSS</u></b>	<b><u>REDIRECT</u></b>	<b><u>RECROSS</u></b>	<b><u>DIRE</u></b>
4						
5	Charles O'Brien	1163	--	--	--	--
6		1216				
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8	Jessica Hatchette	1223	1290	--	--	1342
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1		<u>E X H I B I T S</u>	
2	<u>EXHIBITS</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
3	GENERAL COUNSEL'S		
4	GC-235	1199	1200
5	GC-236 through 238	1201	1201
6	GC-239 through 265	1215	1215
7	GC-266	1269	1269
8	GC-267	1269	1270
9	GC-268	1270	1271
10	GC-269 through 291	1272	1272
11			
12	RESPONDENT'S		
13	R-15	1335	1335
14	R-16	1335	1336
15	R-17 [protective order]	1341	1347
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P R O C E E D I N G S

(Time Noted: 9:06 a.m.)

**JUDGE ROSAS:** On the record.

Counsel?

(Whereupon,

CHARLES B. O'BRIEN

was recalled as a witness by and on behalf of the General Counsel and, having been previously duly sworn, was examined and testified as follows:)

## DIRECT EXAMINATION (CONT.)

Q. BY MR. LOPEZ: Good morning again, Mr. O'Brien.

A. Good morning.

Q. I think we last left off on JX-1 (ggg).

A. One moment, please.

Q. Okay.

A. We are starting on 1(ggg), right?

Q. Yeah. So what dates does this ready-to-work list reflect?

A. So this was as of September 7th of 2017.

Q. So this only reflects rates and any sort of information about the interpreter after September 7th.

A. As of September 7th.

Q. As of September -- okay.

A. Sorry.

Q. And over on status here, it looks a little bit different



1 than the previous one. What are the different designations,  
2 and what do they mean in that section?

3 A. Yes. So the RTW is ready to work. And Lionbridge  
4 incumbent, "LB Incumbent," and then ready to work new is  
5 someone who had not worked on the contract with Lionbridge  
6 previously.

7 Q. Are there any other categories that you're aware of  
8 that's using that -- in that --

9 A. Shouldn't be on this spreadsheet.

10 Q. Okay.

11 A. I haven't gone row by row, but it should not be.

12 Q. And then there's a home court city and home court state.  
13 What does that reflect?

14 A. So that reflects their closest court to their home of  
15 record, for commuter stipend and travel purposes.

16 Q. Okay. So is it the case that the home court city or  
17 home court state is not eligible for travel or stipend?

18 A. No. If it -- it's just -- that's the closest.

19 Q. Okay.

20 A. If you're out in Montana, your closest is, you know,  
21 quite a ways away.

22 Q. Okay. So even though it's their home court, it could be  
23 far enough --

24 A. It could be --

25 Q. -- that it would still be a travel rate.

1 A. Correct.

2 Q. Okay. Is there -- I may have asked this already, and I  
3 apologize. Is there a minimum amount of mileage for a travel  
4 rate?

5 A. So under the new contract, the 3.0 we reviewed  
6 yesterday --

7 Q. Yes.

8 A. -- the commuter stipend table is what we would go with.  
9 And so -- but that's for commuter stipend.

10 Q. Okay.

11 A. That's a little bit different than travel.

12 Q. That's not what they're getting as far as --

13 A. Commuter stipend, so that's --

14 Q. -- this, the labor.

15 A. If you drive from -- I'm not sure where Jonathan lives,  
16 but let's say he's outside of New York City, and he drives 55  
17 miles, then he'll get the stipend that relates to the 55  
18 to -- 51 to 100 mile commuter stipend.

19 Q. Okay.

20 A. Overnight travel is a little different.

21 Q. Okay.

22 A. Generally, that's dependent on the actual work order  
23 itself and whether the interpreter needs to do an overnight  
24 travel, staying in a hotel that we would pay for. So it's  
25 not necessarily distance as much as individual circumstances.

1 We have some interpreters that live in Los Angeles, go to  
2 Adelanto. But they're older. They don't want to drive and  
3 return the same day. So we provide them a hotel overnight  
4 and -- I forget the city right now. It's right outside of  
5 Adelanto. But so we would give them a travel rate versus a  
6 commuter stipend on that instance.

7 Q. Okay. And so if you're getting, like, an overnight  
8 travel case, you wouldn't -- would you be eligible for any  
9 stipend?

10 A. If you're doing an overnight travel --

11 Q. Uh-huh.

12 A. -- you wouldn't get the stipend because we're paying for  
13 hotel, airplane, or your transportation to the hotel --

14 Q. So the stipend would be to --

15 A. -- and travel rates, which is different. So --

16 Q. Okay. So the stipend would be to cover essentially the  
17 travel that the interpreter is -- the cost of the travel that  
18 the interpreter is incurring?

19 A. If they had -- yes.

20 Q. Just --

21 A. I mean, that's why we changed the name to commuter  
22 stipend in the new contract, to try to help clarify between  
23 overnight travel and a commuter stipend.

24 Q. Okay. And for the commuter stipend, is there a minimum  
25 amount of mileage that an interpreter needs to incur to be

1 eligible for that?

2 A. Fifty-one miles.

3 Q. Fifty-one miles. So if they're below the 51 miles, then  
4 they're not eligible for a computer stipend?

5 A. That's correct, unless they negotiate a different rate.  
6 So the -- there will be instances where we will pay someone  
7 living outside of Boston a commuter stipend due to the high  
8 cost of commuting that will allow 30 miles to be the  
9 threshold for commuter stipend.

10 Q. Okay. And then under document type, in column G, what  
11 does that reflect?

12 A. So that's the modification that we reviewed yesterday  
13 morning or afternoon. That's each of those, which one  
14 they're on. And that's relative to column J, the ICA  
15 version.

16 Q. Oh.

17 A. So G and J go hand in hand.

18 Q. Okay.

19 A. So it's the modification off of that ICA.

20 Q. So one would understand the terms of each interpreter's  
21 contract first by looking at what their ICA version is on  
22 column J and then seeing what modification they're on, column  
23 G.

24 A. Generally. Remember, you have to look at each ICA  
25 because many are individualized. So you -- but yes,

1 generally, a 1.0 versus a 2.0, as we discussed yesterday.

2 Q. Uh-huh.

3 A. Different aspects of each of those ICA versions.

4 Q. Yes. But the terms, the major term -- or for the most  
5 part, the terms will be identifiable across all of the  
6 different ICA types and modifications.

7 A. Correct.

8 Q. With the exception of a few things, like the wage rate.

9 A. Correct.

10 Q. Okay. If we go over to I guess what is marked as page  
11 42 on the top right corner of the document, if it was  
12 vertical.

13 A. And part B?

14 Q. Yeah, part B.

15 A. Yes.

16 Q. So here -- what are these procurement notes?

17 A. So some of the individualized aspects of their contracts  
18 are captured in those notes. And some other, that maybe came  
19 up during procurements discussions with the contract  
20 interpreter that needed to be captured so that we're aware  
21 of, you know, what the interpreter needs or wants.

22 Q. Okay. In row 6 of that page, page 42 on part -- ready  
23 to work part B --

24 A. Yes.

25 Q. -- there's an onsite evaluation, \$50 notation. What

1 does that mean?

2 A. So Genevieve has agreed to conduct onsite evaluations.

3 And she would do it at \$50 per evaluation, if we utilized her  
4 in that role.

5 Q. Okay. So interpreters that have signed a contract and  
6 are working at the EOIR Courts are also eligible to evaluate  
7 other interpreters?

8 A. Some are. And we're really getting away from that  
9 practice now.

10 Q. Okay. What is the practice that is -- that you're  
11 moving toward?

12 A. Our Quality Management Team conducting the evaluations.

13 Q. Okay. So the members of the Quality Management Team are  
14 also interpreters?

15 A. They are not.

16 Q. Okay.

17 JUDGE ROSAS: Are you hearing him okay?

18 COURT REPORTER: Yes. Right now I am.

19 JUDGE ROSAS: Okay. You've got to keep your voice up.

20 MR. LOPEZ: Sorry. My throat is a little dry.

21 JUDGE ROSAS: You're talking as you're reading down into  
22 the paper, okay, because you need to --

23 MR. LOPEZ: I understand, Your Honor. Thank you.

24 Q. BY MR. LOPEZ: So what qualifications does the Quality  
25 Management Team have to evaluate interpreters on site?

1 A. So it's just procedural, so they understand the  
2 contract. That's -- it's a procedures onsite evaluation.

3 Q. Okay. So --

4 A. Do they check into the window properly? Do they dress  
5 according to the EOIR dress code? Do they put the  
6 simultaneous interpreting equipment into usage properly and  
7 then they store it properly? Did they check out at the clerk  
8 window and that sort of stuff?

9 Q. So that -- the onsite evaluation notation reflected here  
10 is not for an evaluation regarding the skills of the  
11 interpreter while performing interpretation services?

12 A. Not anymore. So that's still in Ms. Peprah's contract.  
13 But we don't utilize her for that. And I don't think we ever  
14 utilized her for any onsite evaluations.

15 Q. Okay. And who conducts the onsite evaluations for the  
16 interpreters' skills now?

17 A. For their skill set. So I just told you our QMT --

18 Q. QMT.

19 A. -- now conducts the procedures.

20 Q. Okay. So not the procedures, though. As far as, you  
21 know, there's the first day evaluation that you're --

22 A. The first time interpreting evaluation.

23 Q. First time interpreting evaluation.

24 A. Right.

25 Q. And then there's the -- I think the dual -- the two

1   yearly evaluations.

2   A.   Not -- so that's part of this.   But we don't evaluate  
3   them on their interpreting.

4   Q.   Okay.   So that --

5   A.   That's only done by the courts as they perform their  
6   service.

7   Q.   Okay.   So that evaluation is solely for the procedures  
8   of what an interpreter is kind of going through as they're at  
9   the courts.

10   A.   That's correct.

11   Q.   And then the hearing evaluation, is that what would have  
12   been the skill set evaluation?

13   A.   Correct.

14   Q.   Okay.

15   A.   And so again, for Ms. Peprah, she has these two  
16   different types of evaluations annotated in her contract, and  
17   we're not utilizing her for those.   So an onsite evaluation  
18   back in the day, when we might have used her -- and again, we  
19   never did --

20   Q.   Uh-huh.

21   A.   -- but it could have been the procedures one.   And then  
22   the hearing evaluation is if -- I'm sorry, did you say is  
23   that for the hearing itself.   Right?

24   Q.   Yeah.

25   A.   Yes.   So sometimes a tape has to be submitted to an



1 evaluator for the first time interpreting. And so that's the  
2 hearing eval.

3 Q. Okay. And so who conducts those now?

4 A. Now we use SCSI.

5 Q. So it's employees of SCSI that conduct the hearing  
6 evaluations now.

7 A. I'm not sure if they're employees or not.

8 Q. Oh, well --

9 A. But they're SCSI.

10 Q. Personnel of SCSI.

11 A. Personnel of SCS.

12 Q. And what is that NTE 2 hours?

13 A. Not to exceed.

14 Q. Okay. If you could turn over to page 55. That's column  
15 2 -- or column J, row 249. The last notation in that box,  
16 this daily rate is an all-inclusive rate. We agree to this  
17 rate for liaison duties, interpretation services, onsite  
18 evaluation, on-site and telephonic training.

19 A. Uh-huh.

20 Q. Can you explain what that comment is?

21 A. Yes. So this is kind of discovery as I read through it  
22 as well.

23 Q. Uh-huh.

24 A. We don't use Ms. Lin for anything in New York, for  
25 liaison duties. But if we were to utilize her, then that's

1 what we're saying, is these are the rates we would utilize  
2 her for her to liaison. Obviously, interpretation services  
3 is self-explanatory. And then the onsite evals and then the  
4 training. I'm not sure what telephonic training is, to be  
5 honest. We don't really --

6 Q. Okay.

7 A. I mean, I would be speculating in that perhaps a while  
8 back we were thinking about utilizing this individual for  
9 bringing in new interpreters, you know, to assist with  
10 bringing them onto the contract or something.

11 Q. Okay. And what does the liaison duties encompass? What  
12 do the liaison duties encompass?

13 A. Now, primarily just orientation for new interpreters.

14 Q. What would that entail?

15 A. Showing them how to get through security, to where the  
16 clerk's window is, orientation to the courtroom itself, the  
17 room, the equipment, that sort of stuff.

18 Q. Okay. And was that always the case?

19 A. No. We had liaisons do more back when we first took  
20 over the contract.

21 Q. When did that change?

22 A. Over the last -- it's been a process. So over the last  
23 6 months or so, really trying to get them to just doing  
24 orientation.

25 Q. And what were the liaison duties before that change

1 happened?

2 A. Contractually, they could have done onsite evaluations.  
3 But we -- I don't think we ever used them for that. We used  
4 SOSi personnel for onsite evaluations. They also coordinated  
5 between the court personnel and the contract interpreters as  
6 far as requirements at the court. If, say, there was a  
7 storage in one courtroom -- say a staff interpreter got sick  
8 and they hadn't placed an order. Then maybe there was a  
9 contract interpreter available to fill in.

10 Q. You mentioned SOSi personnel conducted evaluations. Who  
11 would that be?

12 A. Martin Valencia, Maria Ayuso are the two I know of.

13 Q. Okay. And that -- when you say onsite evaluation, that  
14 again is about the --

15 A. That's part of that annual evaluation that we were  
16 talking about.

17 Q. Okay.

18 A. Yeah.

19 Q. And that's not the same thing as a hearing evaluation.

20 A. That's correct.

21 Q. That's about the process of how they --

22 A. That's correct. Right.

23 Q. -- go ahead and conduct their duties there. Okay.

24 Okay. If you could go over to -- it is page 107. It kind of  
25 flips to the other side, and that's the beginning of part C.

- 1 A. Okay.
- 2 Q. It's still in that same packet. Okay. What is -- do
- 3 you have it?
- 4 A. I do.
- 5 Q. Okay. What does column E describe?
- 6 A. So if they're doing onsite evaluations and if their
- 7 contract specifies a minimum number of hours that they'll be
- 8 paid, then that's column E. So if they're doing half
- 9 day/full day, or flat rate, they won't have a minimum hours
- 10 annotated.
- 11 Q. Okay. So the minimum hours would only be if they had an
- 12 hourly rate.
- 13 A. Hourly contract. Correct.
- 14 Q. And what about column F?
- 15 A. Okay. So Spanish and then hourly, skilled, and then
- 16 each of the columns to the right describes --
- 17 Q. Okay. So those are the different rates depending on the
- 18 category of their skill level on --
- 19 A. Language and proficiency category.
- 20 Q. -- or language --
- 21 A. Correct.
- 22 Q. So what would be skilled?
- 23 A. So skilled is they do not have the 1 year of judicial
- 24 interpreting experience, or they're not certified. And
- 25 they've been granted a waiver by DOJ.

1 Q. And that would be the case for all of the columns that  
2 denote skilled, as far as Spanish skilled, common skilled,  
3 uncommon skilled.

4 A. Correct.

5 Q. And what would be qualified?

6 A. Qualified is they have 1 year of judicial interpreting  
7 experience, at a minimum.

8 Q. At a minimum?

9 A. Correct.

10 Q. Okay. And again, that's the same for uncommon skilled  
11 -- I mean, for Spanish qualified, common qualified, and  
12 uncommon qualified.

13 A. Correct.

14 Q. And certified? What would that --

15 A. Certified, they have federal, state, or NAJIT  
16 certification.

17 Q. Again, that's for Spanish certified, common certified,  
18 and uncommon certified.

19 A. Correct.

20 Q. Okay. Now, if we can go over to page 149. It's the  
21 beginning of part D.

22 A. Okay.

23 Q. What would column E designate?

24 A. So if they have a telephonic interpretation hourly rate,  
25 then it would be annotated in column E.

1 Q. And column F?

2 A. If they had a telephonic interpretation minimum hours  
3 annotated in their contract. Then that would be -- or in  
4 their contract, that would be annotated in column F.

5 Q. Okay. What about column G?

6 A. So G -- and you didn't ask, but H -- are both -- if  
7 specified in a contract, the number of miles. So basically  
8 the band for them to qualify for what we now call commuter  
9 stipend. And a previous contract version would have been  
10 known as the travel stipend.

11 Q. Okay. And what was H?

12 A. So G and H, two different bands. And so there's a  
13 higher rate corresponding with each of the bands.

14 Q. Okay. So the first band in tier G would be where that  
15 band starts? And then the number right before the number in  
16 H would be where that first band ends?

17 A. Right. So for row -- I'm sorry, my eyes -- 4, this  
18 individual has a tier 1 at 51 miles. So 51 to 100. And then  
19 tier 2 starts at 101 miles.

20 Q. Okay. And what would be the difference in the amount  
21 that they -- essentially, why does SOSi need to know that  
22 information?

23 A. That's been negotiated.

24 Q. What --

25 A. Generally negotiated versus what's automatic in the

1 contract.

2 Q. Okay. And --

3 A. And --

4 Q. -- what does -- does an interpreter get something more  
5 for having that rate?

6 A. Yes. So if you -- you didn't ask, but if you go over to  
7 I and J, those are the stipends that correspond with the  
8 mileage.

9 Q. Okay.

10 A. So column I, tier 1 stipend, \$50 for tier 1 mileage. So  
11 51 to 100 miles, this contract interpreter receives a \$50  
12 stipend.

13 Q. Okay.

14 A. And then \$100 for a tier 2.

15 Q. All right. So what does column K explain?

16 A. So yesterday we were discussing the attempt to  
17 standardize travel rates, and we discussed the first day/last  
18 day versus the days in between. And a component of the  
19 travel pay was the stipend. And so this is indicating their  
20 stipend on the first -- first and last, really, days of  
21 travel, versus the one in L, which is the days in between.  
22 So, again, if they're on a contract that needs to specify it,  
23 it's annotated here. If they're on a contract that either  
24 doesn't need to specify it or is not included, it's not in  
25 here.

1 Q. Okay. And this lastly column N.

2 A. Yeah. So sometimes the interpreter will negotiate  
3 minimum hours that they're paid for the days in between. And  
4 sometimes, it's automatic, if they choose not to try to  
5 negotiate the days in between. So that's where it's  
6 annotated and columned out. So for row 4, Francisco gets  
7 paid on the days in between a minimum of 3 hours times his  
8 hourly rate, whether he works or not.

9 Q. Okay. So what if he only worked 2 days? What would he  
10 get?

11 A. So both first day and last day. So he gets a first and  
12 last day. So if he was Monday, Tuesday, and Wednesday --  
13 Tuesday is the day in between, and Monday and Wednesday are  
14 the last days.

15 Q. Okay.

16 A. First and last.

17 Q. And what if he worked Monday and Tuesday? Would he  
18 get --

19 A. Monday is a first day. Tuesday is a last day.

20 Q. So --

21 A. He gets 8 hours automatic the first day, 8 hours  
22 automatic the second day, plus \$75 stipend first day, \$75  
23 stipend second day.

24 Q. Okay. If we could take a look at Joint Exhibit 2. It's  
25 the --



- 1 A. The spreadsheet?
- 2 Q. The wage rate spread sheet.
- 3 A. Okay.
- 4 Q. Or this -- thank you, sorry. The disqualification  
5 spreadsheet. So what is -- what information does this  
6 spreadsheet contain? As far as -- what is its use?
- 7 A. It just to track disqualifications. We're required to  
8 submit a report each month to Department of Justice on  
9 disqualifications that they've issued. So --
- 10 Q. So does this spreadsheet only contain interpreters that  
11 have -- are disqualified or have been previously  
12 disqualified?
- 13 A. Correct.
- 14 Q. So no one in here could -- wouldn't ever have been  
15 disqualified.
- 16 A. Correct. Should not be. Again, I would have to look at  
17 each row. But --
- 18 Q. Does the information in the column that says DQ  
19 Description also contain information about reinstatement?
- 20 A. If it's included -- if the reinstatement is included --
- 21 Q. Uh-huh.
- 22 A. -- or has been provided by Department of Justice, then  
23 it should be included in here as well.
- 24 Q. So the only way to tell -- there isn't an additional  
25 column explaining reinstatement. It's just --

1 A. Not in this report.

2 Q. Okay. But in the information --

3 A. We would have to look to see other individual files on  
4 each interpreter to see more -- if it exists. We have to  
5 maintain a file on every interpreter. But this should  
6 capture all of it.

7 Q. Who inputs the information in the DQ Description column?

8 A. The Department of Justice provides the information, and  
9 then our Quality Management Team copies and pastes it in from  
10 the email from LSU into the database.

11 Q. So the notations in DQ Description are all copied and  
12 pasted from the email --

13 A. That --

14 Q. -- from DOJ?

15 A. Should be. Again, there may be a rare exception. But  
16 for the most part, these are from LSU to us.

17 Q. And so LSU uses the designation for when an interpreter  
18 is disqualified for an A number only. That's the same  
19 designation that -- or the same way that you receive it?

20 A. I'm sorry?

21 Q. Sorry.

22 JUDGE ROSAS: I'm sorry, I can't hear you.

23 Q. BY MR. LOPEZ: Yeah. Sorry. Just looking, for example,  
24 on Dany Koy -- that's the third row. There's a DQ  
25 Description, 6/04/2010, A-Number Only, and then the A number.

1 Is that the same way you receive it from the Department of  
2 Justice?

3 A. Correct.

4 Q. So that's the same notation that they use as well?

5 A. Yes.

6 Q. Okay.

7 A. I mean, sometimes they'll put a hyphen in there. And a  
8 pound sign.

9 Q. Okay.

10 A. But that's the way we receive it from them.

11 Q. And then going over to the fourth row, there's sort  
12 of -- starting right below 8/15/2017 A-Number Only, see that?

13 A. Yes. For Juan --

14 Q. Yeah, Juan --

15 A. -- Mateo.

16 Q. Okay. And what is that information under that notation?

17 A. So the entire one starting with 08/15?

18 Q. Yeah.

19 A. Yeah. So I mean, this shows the -- you know, the actual  
20 email address as well. And so it's -- you know, it captures  
21 even more information, showing the entirety of the email from  
22 Brett to -- well, actually, this one is to Brett and to  
23 Interpreter Orders, which is in LSU, and then Karen and then  
24 several people -- Sergey, DOJ Support, Martin, et cetera. So  
25 then, after that you see the subject line -- "Please

1 disqualify CHU interpreter Juan Mateo for A number only."  
2 And then down below that was the body of the email that was  
3 copied and then -- disqualifying Juan for that A number, and  
4 per the note that "Per judge, the Respondent couldn't  
5 understand the interpreter."

6 Q. Okay.

7 A. "Thank you, Mirna." Mirna works for LSU. She's a  
8 government contractor, I believe, or maybe an employee. I  
9 don't know. But she works at LSU.

10 Q. Okay. And the only time that there would be an  
11 explanation as to why an interpreter was disqualified would  
12 be when you receive an email like that.

13 A. Yeah. It's up to them. That sometimes they explain  
14 why, and sometimes they don't. Especially for A numbers,  
15 sometimes they just disqualify it for this A number.

16 Q. Okay. If we go over to Hector Flores, which is -- or,  
17 yeah, I believe right below that --

18 A. Uh-huh.

19 Q. -- one. There's a section that says comments -- or,  
20 that starts Comments. Whose comments are those?

21 A. Generally, they're the judge or some court personnel  
22 will provide a comment to LSU that will initiate the  
23 disqualification. And so for this one, since it's not signed  
24 off, my belief is -- my understanding is that's from court  
25 personnel.

1 Q. So there should be no reason why there are any comments  
2 that are inputted by any SOSi personnel in that column?

3 A. There could be, but generally no.

4 Q. Are you aware of anyone that's been reinstated recently  
5 that this spreadsheet would delineate the reinstatement?

6 A. I know we've had reinstatements within the last month or  
7 two. I can't tell you the exact name. I'm not sure it would  
8 be on this report. I'm not sure of the date of this report.

9 Q. Okay. So just to clarify, if there was a reinstatement,  
10 it would be in the DQ Description.

11 A. It would be in here, right?

12 Q. So everyone that is included here so far that we've  
13 discussed is -- has -- remains disqualified for the portions  
14 that they received, if there is no reinstatement notation  
15 included?

16 A. As far as we know. Now, you'll notice that some of  
17 these go back way before we had the contract. So we're  
18 only -- you know, we can only get the information we get from  
19 LSU for this report.

20 Q. Yeah.

21 A. To populate, for each of the interpreters.

22 Q. So you may find out at some point later that they had  
23 been reinstated from -- by a previous interpreter perhaps.

24 A. Reinstated?

25 Q. Reinstated by a previous contractor.

- 1 A. By a previous -- correct.
- 2 Q. So --
- 3 A. So sometimes we'll know that there was a previous  
4 disqualification. So we may seek clarification on is this  
5 person still disqualified. We --
- 6 Q. And is there --
- 7 A. -- had one -- you asked, I mean, so --
- 8 Q. Uh-huh.
- 9 A. -- we had one in Arizona recently who is reinstated.  
10 She can't work a specific court in Arizona, but she's  
11 reinstated to allow her to work the rest of the nation.
- 12 Q. So she had previously had a disqualification nationwide?
- 13 A. She -- yes.
- 14 Q. And then reinstatement was sought, and now she's only  
15 limited to --
- 16 A. For the --
- 17 Q. -- or is disqualified --
- 18 A. -- yeah, two courts in Arizona. It was a possession  
19 complaint.
- 20 Q. Is there an order to how these names are listed?
- 21 A. Not that --
- 22 Q. Because it --
- 23 A. -- I can tell.
- 24 Q. Okay.
- 25 A. I mean, obviously if we had electronic, I would sort it

1 by some form.

2 Q. Yeah.

3 A. I'm not --

4 Q. I'm just trying to find a way to point you to the  
5 right -- where I wanted to question you about.

6 A. Right.

7 Q. So I think it's page 26, if we flip through it. So  
8 otherwise --

9 MR. ROBERTS: Are we going to have these numbered so --  
10 I don't know any other way we're going to be able to refer to  
11 these.

12 JUDGE ROSAS: Let's go off the record.

13 (Off the record from 9:48 a.m. to 9:55 a.m.)

14 JUDGE ROSAS: Back on record.

15 Q. BY MR. LOPEZ: Okay. If we go over to what we're  
16 identifying as page 25, that ends with Nair, Guptan.

17 A. Yes.

18 Q. On the row with Juarez, Veronica --

19 A. Uh-huh.

20 Q. -- in the disqualification notation box, there's a  
21 comment that states -- at the top of the page, that says,  
22 "Counseling report submitted to LSU by Sergey."

23 A. Uh-huh.

24 Q. What does that notation delineate?

25 A. Yeah. So, again, this is a part of the DQ report. And

1 so LSU will ask us to counsel various interpreters based off  
2 of their perceived offense. And so this is just annotating  
3 the counseling that was requested from LSU was submitted to  
4 LSU by Sergey.

5 Q. What does a counseling entail?

6 A. It depends. I mean, we try to minimize it as much as  
7 possible, but the interpreter didn't appear at -- you know,  
8 for this example, the interpreter didn't show up for court.  
9 So we would put in writing or verbally over the phone -- not  
10 all are in writing, but it looks like this one may have been,  
11 since a report was submitted, that, hey, you should make sure  
12 you, make sure you appear for your work orders that you've  
13 agreed to perform service against.

14 Q. So that could be done over the phone or by --

15 A. It could be done over the phone, email.

16 Q. And it's just kind of a notification of --

17 A. Yeah, it -- right. LSU asks us to follow up with the  
18 interpreters. So when they're adamant about it, we do it.

19 Q. If we go over to 27, on Elias, Garrett.

20 A. Yes.

21 Q. To -- there's a statement there that says, "Please do  
22 not request reinstatement until he is retrained, tested, and  
23 evaluated." What is that about?

24 A. Yeah. So, again, that's LSU trying to prescribe the  
25 remediation to us by saying that he's got to retest -- you



1 know, go through the process again before we can even ask for  
2 reinstatement.

3 Q. Okay. So who initiates reinstatement?

4 A. We initiate almost automatically, unless in this example  
5 they say don't reinstate and don't request until you do this.

6 Q. And --

7 A. It's not in our interests for an interpreter to be  
8 disqualified. So we seek reinstatement immediately.

9 Q. When an interpreter is notified that they've been  
10 disqualified, can they seek to initiate reinstatement?

11 A. Yes. I mean, a lot of times they'll ask.

12 Q. Is there any -- would that also be included in the --

13 A. Probably not in here because this is the DQ report going  
14 to LSU.

15 Q. Would there be anything noting when an interpreter  
16 sought reinstatement but was then denied?

17 A. So if it's annotated reinstatement declined or rejected.

18 Q. Okay.

19 A. That would be the note. Like I said, we'll pretty much  
20 automatically seek it unless there's outstanding reasons why  
21 we wouldn't. A numbers you don't because that's for that  
22 specific alien --

23 Q. Okay.

24 A. -- and so it doesn't really make sense.

25 Q. What are the different reasons that an interpreter could

1 be disqualified?

2 A. Okay. So per the contract, there's reasons such as  
3 hygiene, dress, you know, or appearance, to poor  
4 interpretation performance. If the court for whatever  
5 reasons decides that they want to seek a disqualification,  
6 they could do so as well.

7 Q. Do you know how that process gets started for a --

8 JUDGE ROSAS: Can I just inquire at this point?

9 MR. LOPEZ: Uh-huh.

10 JUDGE ROSAS: This is spending a lot of time on  
11 disqualification as it's been explained to be within the  
12 control of the court. Right?

13 MR. LOPEZ: I'm just trying to understand --

14 JUDGE ROSAS: Is that a yes or a no?

15 MR. LOPEZ: Yes, Your Honor.

16 JUDGE ROSAS: It appears that the court controls this  
17 process with respect to the relevant issues that -- as I  
18 understand them, as far as the relationship between the  
19 Respondent and the interpreters. I'm not sure that  
20 continuing to understand what the court does and why the  
21 court does it has any bearing on that relationship.

22 MR. LOPEZ: Is that a judicial finding, Your Honor?

23 JUDGE ROSAS: What's that?

24 MR. LOPEZ: Is that a judicial finding that you're  
25 making right now, Your Honor?

1 JUDGE ROSAS: No. I'm just inquiring. You know,  
2 because --

3 MR. LOPEZ: Well, they --

4 JUDGE ROSAS: -- I don't always know, I don't always  
5 know --

6 MR. LOPEZ: I understand.

7 JUDGE ROSAS: -- where we're going with stuff.

8 MR. LOPEZ: So what I'm going for, Your Honor, is --

9 JUDGE ROSAS: So I'm just inquiring, because, you know,  
10 when I do get to a point where I --

11 MR. LOPEZ: Sure.

12 JUDGE ROSAS: -- know for sure, then, you know, then I  
13 may cut you off.

14 MR. LOPEZ: I understand.

15 JUDGE ROSAS: I think we've got enough in the record.  
16 But I'm just wondering.

17 MR. LOPEZ: Okay. So I'm initially trying to understand  
18 what the disqualification process starts with, because it  
19 seems like reinstatement -- that process is under SOSi's  
20 control as far as initiating reinstatement. I think  
21 Mr. O'Brien said that. So --

22 JUDGE ROSAS: All right.

23 MR. LOPEZ: -- I'll look into that.

24 JUDGE ROSAS: But as far as what the court does, why it  
25 does it, there's only so much you can try to figure out

1    there.   Right?

2           MR. LOPEZ:   Well, I imagine -- well, from what we've  
3   seen so far, it seems that reinstatement may be different for  
4   different reasons.   I believe we just saw one example  
5   where --

6           JUDGE ROSAS:   Reinstatement by the Respondent.

7           MR. LOPEZ:   Yeah.

8           JUDGE ROSAS:   Okay.

9           MR. LOPEZ:   Reinstatement by the Respondent would be  
10   initiated differently, depending on the disqualification.

11          JUDGE ROSAS:   Okay.

12          MR. LOPEZ:   Is what I had gathered so far.   So that's  
13   why --

14          JUDGE ROSAS:   Okay.

15   Q.   BY MR. LOPEZ:   And typically, DOJ informs SOSi of a  
16   disqualification by an email?

17   A.   Yes.

18   Q.   And then that email is reflected in this  
19   disqualification column.

20   A.   Correct.

21   Q.   Okay.   And so I think you mentioned that reinstatement  
22   would not be sought for an A number.   And why would that be  
23   the case?

24   A.   Those -- there's an identified conflict of interest  
25   between the interpreter and the alien.   And therefore, they

1 disqualify for that alien. So unless there's a solid reason  
2 why they could resolve that conflict of interest -- and  
3 again, it's a possibility. I just don't know of any general  
4 rule because that --

5 Q. So --

6 A. It's for that one work order, and that's it. So they're  
7 not -- the interpreter is really not affected unless, again,  
8 if they want to seek it. So there's no, there's no saying we  
9 won't. It's just -- I was just saying generally we wouldn't  
10 seek reinstatement on an alien if we don't -- if there's no  
11 outstanding reason.

12 Q. Okay. And is the conflict of interest the only reason  
13 an interpreter could be disqualified for an A number?

14 A. Sometimes when we're talking dialects, then there may be  
15 an issue. And so they will disqualify for that A number  
16 because of a dialect issue.

17 Q. So it could be the same language, just a particular --

18 A. In example, high German and low German.

19 Q. Okay.

20 A. So they ordered German. We don't have in our database  
21 high German or low German, just German.

22 Q. Oh.

23 A. But when they get to court, the Respondent speaks high  
24 German, and I guess the interpreter speaks low German or  
25 perceived to speak low German. And so the attorney for the

1 Respondent may seek for disqualification for that A number  
2 because of that issue.

3 Q. Okay. So typically, for an A number disqualification,  
4 for the most part, the reasons would be something specific to  
5 the Respondent in that case.

6 A. Again, if there's a specific note -- and you'll see in  
7 here that sometimes they do write why there is an issue with  
8 that A number. If not, then I can only --

9 Q. Okay. So if they just list the A number when they send  
10 that email to you, there's no way for you to know the reason  
11 behind that disqualification.

12 A. For that A number.

13 Q. Uh-huh.

14 A. Not unless there's something else provided to us. And  
15 it should be in the spreadsheet, in the report.

16 Q. Is there any way to initiate reinstatement for a  
17 disqualification for a judge?

18 A. To have that interpreter be able to perform services in  
19 front of that judge again?

20 Q. Yes.

21 A. Sure.

22 Q. Would there be reasons why that couldn't happen?

23 A. Again, there are no reasons why reinstatement can't  
24 happen for any type of disqualification. I was just saying  
25 in general you probably wouldn't see a lot of reinstatements

1 for A numbers because there was a conflict of interest  
2 identified. Or a dialect issue. We're not going to resolve  
3 a dialect issue or a conflict of interest.

4 Q. Okay. And when an interpreter has been disqualified  
5 because of the quality of their interpretation, how would  
6 SOSi go about initiating reinstatement for that?

7 A. So, again, playing off the cue from LSU -- because our  
8 interest is to get the interpreter right back in. So if they  
9 don't specify what type of path they'd like us to take for  
10 reinstatement, we may seek immediate reinstatement. We may  
11 ask the interpreter to take a test so we can submit a score  
12 showing proficiency, all the way to retraining through the  
13 interpreter training program at SCSi. And, again, this is  
14 all based off of the situation. Each individual situation is  
15 different.

16 Q. Okay. So if there's no explanation from DOJ, you may  
17 just seek immediate reinstatement.

18 A. We may.

19 Q. And if there is no explanation, is that typically SOSi's  
20 response to reinstatement?

21 A. Generally -- again, sometimes it's not in here. A phone  
22 call from our Quality Management Team to Brett over at LSU,  
23 to get a little bit more background on what's going on, so we  
24 can then get a feel for whether they're going to allow us to  
25 seek immediate reinstatement, or if this is going to be

1 something that's going to require more than that.

2 Q. Okay. So if it's for the quality of their  
3 interpretation, you could still seek immediate reinstatement.

4 A. I would say we can. I don't know how many times we  
5 have, and again there's no automatic rule. The contract  
6 states that we're going to show how we remediated the issue.  
7 So that's then a two-way discussion on how -- really a three-  
8 way with the contract interpreter as well. But --

9 Q. Is there a timeline for initiating reinstatement?

10 A. Again, if they specify, that's one thing. Do not seek  
11 reinstatement until implies a timeline. If not, then no, not  
12 contractually. And, again, each situation warrants an  
13 assessment of the situation.

14 Q. Okay. And in the instances where DOJ notifies SOSi to  
15 not seek reinstatement until retraining occurs, what would  
16 the timeline for that look like?

17 A. As long as it takes to do the retraining. So if it's  
18 take a test, that could be done today. And we'll submit a  
19 reinstatement today or tomorrow. You know, if it's --

20 Q. So retraining could be accomplished by just taking a  
21 test.

22 A. It could. Again, we try to assess each situation. I  
23 mean, we really want to make sure that everyone is set up for  
24 success. We don't -- it's not in our interests for a  
25 contract interpreter to be disqualified again immediately.



1 Nor is it in our interests to not seek reinstatement.

2 Because we're losing money, that contract interpreter is  
3 losing money, and the courts -- you know, hundreds of  
4 thousands of cases in backlog.

5 Q. And that additional training to -- if training does  
6 occur, that would be by the Southern California School of  
7 Interpretation?

8 A. Generally. Again, each situation is a little bit  
9 different. We were utilizing ALTA for testing purposes. We  
10 still can if we need to. I mean, I would even consider if  
11 they wanted to go do their own and submitted it -- I would  
12 love for an interpreter to say, hey, you know what, I need  
13 some continuing education hours. Let me take this course,  
14 and then I'll get back with you. You know, I mean, it's not,  
15 it's not that rigid that we can't be flexible on that.

16 Q. Okay.

17 A. We just have to show how the situation was remediated.

18 Q. Do you know whether that's happened before?

19 A. That last one --

20 Q. Someone just --

21 A. I don't think so. Well, I don't know. Again, this --  
22 DQs go back for years. I can only speak to when I was --

23 Q. During the time you've been there.

24 A. Yeah. Correct. Has not.

25 Q. And after SOSi submits for reinstatement to DOJ, does

1 DOJ have the final say on whether the interpreter returns?

2 A. For the contract, they're the ones who approve or  
3 disapprove reinstatements.

4 Q. After an interpreter completes the prescribed training,  
5 what happens after that with SOSi?

6 A. So we submit the request for reinstatement. If it's  
7 approved, then we enter them back into the RTW if they've  
8 been removed from the RTW. Or if they've been, say, can't go  
9 in front of an IJ or a location, then we'll remove that from  
10 the database.

11 Q. Okay. Is anything submitted with that request for  
12 reinstatement after the retraining occurs? Anything else?

13 A. I mean, an email is sent. And if there's a form --  
14 let's say a test was performed as part of the remediation,  
15 then we may submit the results of, you know, the test sheet  
16 itself. And it may just be an email saying they scored a  
17 93 --

18 Q. Uh-huh.

19 A. -- in simultaneous interpretation.

20 Q. And if it's for -- if they completed training, would  
21 there be, like, a certificate --

22 A. Same thing.

23 Q. -- or anything?

24 A. Whether SCSI is issuing a certificate for remedial  
25 training, I'm not sure, but we have test scores. And then we

1 may or may not submit that as part of the record to LSU.

2 Q. Can interpreters start the reinstatement process without  
3 going through SOSi?

4 A. So should they, can they -- let's see. I mean, I think  
5 they probably have a couple times. But the response back  
6 from LSU would be submit it through SOSi, I'm pretty sure.  
7 But, again, every time a contract interpreter has asked for  
8 reinstatement, we -- every time a contract interpreter has  
9 asked us for reinstatement, we assess the situation, and the  
10 vast majority of the time we seek reinstatement as well. I  
11 mean, it's --

12 Q. What would be some reasons -- withdraw that. Has SOSi  
13 ever declined to seek reinstatement without being notified by  
14 DOJ not to seek reinstatement?

15 A. Not that I'm aware of.

16 Q. During the time you've been there, SOSi would always  
17 attempt to seek reinstatement unless told by DOJ, then?

18 A. Correct.

19 Q. Okay. I'm going to go over to JX-I(i). And I think  
20 that's on page 1009. That's in the JX-1(hhh) packet.

21 A. Okay. I'm sorry, can you say that --

22 Q. It's JX-1(iii). It starts on 1010.

23 A. 1010.

24 Q. This is one I say we declined to go through yesterday.  
25 Sorry. So do you recognize this ICA?

1 A. It looks like a version of a 2.0.

2 Q. Okay. And do you have any personal knowledge of this  
3 ICA?

4 A. It was in use when I was -- after I had taken over as  
5 the program manager.

6 Q. Do you know who this ICA was sent out to?

7 A. Anyone who was eligible for contract extension or  
8 negotiations or any new personnel. I mean, it has the  
9 comments on page 1018 that we looked at yesterday as well.  
10 I'm not sure if it's a different --

11 **(General Counsel's Exhibit 235 marked for identification.)**

12 Q. MR. LOPEZ: All right. I'm going to show you what's  
13 been marked as GC-235. So earlier you mentioned that SOSi's  
14 statements on the ICAs and -- or the request for quotations  
15 or request for proposals, stating do not propose travel or do  
16 not propose a half-day rate, a full-day rate --

17 A. Uh-huh.

18 Q. -- all of those were just suggestions?

19 A. I didn't say they were suggestions.

20 Q. Oh. Those things were still negotiable, that --

21 A. Correct. I mean, right above that it says all offers  
22 will be considered. So that's a negotiating tactic is to  
23 state your position.

24 Q. Okay. If you look over at GC-235, this is an email from  
25 the DOJIC@SOSi.com email address.

1 A. Uh-huh.

2 Q. If you look over on the second page, it states, "Please  
3 do not revise any stipulations regarding hourly minimums,  
4 cancellation notifications, etc. . . . you must simply  
5 propose rates on Page 4. All other stipulations must remain  
6 as is."

7 A. Right.

8 JUDGE ROSAS: Mr. Lopez, again, no reading from  
9 documents unless they're in evidence. All right.

10 MR. LOPEZ: Sorry, Your Honor.

11 JUDGE ROSAS: Is there any objection to -- are you  
12 offering this?

13 MR. LOPEZ: Yes, Your Honor.

14 MR. ROBERTS: No objection.

15 JUDGE ROSAS: Okay, 235 is received.

16 **(General Counsel's Exhibit 235 received in evidence.)**

17 JUDGE ROSAS: Go ahead.

18 **(General Counsel's Exhibit 236 marked for identification.)**

19 Q. BY MR. LOPEZ: I'll show you what's been marked as  
20 GC-236. This is also an email from the DOJ IC email address.  
21 Is this a response to an interpreter's proposal?

22 A. I'll have to read through it.

23 MR. ROBERTS: I mean, if you've got a set of these and  
24 you want to hand them -- I mean, I'd probably stipulate them  
25 all in. I don't know if you have follow-up questions. But

1 I'm happy to --

2 JUDGE ROSAS: Do you have a couple you're going to go  
3 through?

4 MR. LOPEZ: I think I have two more, Your Honor. So I  
5 could just put them all in here.

6 MR. ROBERTS: I mean, we'll stipulate this is an email  
7 from the procurement department at SOSi to Ms. -- I can't  
8 pronounce her name, but Sarah Vilela.

9 MR. LOPEZ: So I think we admitted -- did we admit 236  
10 already?

11 JUDGE ROSAS: 236, 237, and Mr. Roberts has 238.

12 MR. ROBERTS: Yes. We have no objection.

13 JUDGE ROSAS: Okay, 236, 237, and 238 are received into  
14 evidence.

15 **(General Counsel's Exhibits 236, 237, and 238 marked for**  
16 **identification and received in evidence.)**

17 MR. ROBERTS: Your Honor, can we take a short break?

18 JUDGE ROSAS: Sure.

19 MR. ROBERTS: Five minutes or so?

20 **JUDGE ROSAS: Let's take 5.**

21 **(Off the record from 10:25 a.m. to 10:33 a.m.)**

22 **JUDGE ROSAS: We're back on the record.**

23 Q. BY MR. LOPEZ: So, Mr. O'Brien, yesterday you mentioned  
24 a proposal that you submitted to the Department of Justice  
25 that was incorporated into the DOJ-SOSi contract.

- 1 A. Yes.
- 2 Q. Do you happen to know where it's incorporated?
- 3 A. It's just generally incorporated. So it's --
- 4 Q. Is there a section noting its incorporation?
- 5 A. No. I mean -- no, because it describes a lot of the
- 6 technical aspects of our solution that we were proposing.
- 7 Q. Okay. So there's nothing in the DOJ-SOSi contract
- 8 referring to this proposal?
- 9 A. That's correct. That's their contract to us, and so --
- 10 Q. Mr. O'Brien, are you aware of an annual compliance
- 11 document that had been sent out to interpreters?
- 12 A. So I know that we send certain documents that are
- 13 required to be completed annually, such as the reps and
- 14 certs, if that's the annual compliance document that you're
- 15 referring to. That's what I know.
- 16 Q. The what -- the reps and certs?
- 17 A. Yeah, the representations and certifications.
- 18 Q. Okay. And what would they be submitting to --
- 19 A. It's the same form that's part of the ICA, reps and
- 20 certs. But --
- 21 Q. I think there's a document that's titled "Annual
- 22 Compliance and Certifications." Is that the document you're
- 23 referring to?
- 24 A. Then I'm unaware of that.
- 25 Q. Okay.

1 A. I know of the annual reps and certs.

2 Q. Okay. And are those annual reps and certs required by  
3 the Department of Justice SOSi contract?

4 A. I don't know personally. Procurement would know that.

5 Q. Okay. And that would be Jessica Hatchette?

6 A. Yes.

7 Q. So under the SOSi-DOJ contract, how does SOSi receive  
8 the assignments from DOJ?

9 A. So they have an ordering system called ECOIS. And I'm  
10 not sure what it stands for. And essentially it sends a text  
11 message, text data to an inbox of ours, which receives it and  
12 then converts it into more intelligible language. But it's  
13 essentially all the requirements per the contract of a work  
14 order. So language, location, day, hearing time, IJ, alien.

15 Q. Okay. And who receives that from SOSi?

16 A. Well, it's -- the system receives it. I mean, our  
17 operations folks are responsible for it, but -- so there's --

18 Q. So that would be the operations manager and people  
19 working under him.

20 A. Correct.

21 Q. Or her.

22 A. For him.

23 Q. And what happens with the assignment information after  
24 it's received by SOSi? What's the next step?

25 A. Entered into our database, and then it gets basically



1   parsed out to the various regional coordinators for them to  
2   start identifying an available resource to fill the work  
3   order.

4   Q.   So it goes directly to the regional coordinators after  
5   being --

6   A.   I believe so.  I mean, again, this is part of the system  
7   that's automatic now.

8   Q.   Do they need to do anything with that information before  
9   distributing the offers to interpreters?

10   A.   They need to confirm that it makes sense.  Sometimes you  
11   get orders for past dates and other items that may kind of  
12   look out of whack.  But once they confirm it, that the  
13   information is correct, then they start looking for who is  
14   available -- which contract interpreter might be available to  
15   fill it.

16   Q.   You mentioned it goes through SOSi's database.  What is  
17   SOSi's database composed of?  What is -- is that a  
18   software --

19   A.   A bunch of stuff I couldn't even start to describe.

20   Q.   Okay.

21   A.   Yeah.  Yeah, it's software.  It's -- I mean, it's --

22   Q.   Do regional coordinators need to put any information  
23   into that database?

24   A.   Not on receipt of order.  Now, once they start to  
25   communicate with various contract interpreters to see who

1 might be available to fill the order, then they'll go in and  
2 start to change the status of the order to identify the  
3 interpreter who is going to be offered the work order. And  
4 then once they accept the work order, then the status is  
5 changed again.

6 Q. And is there any other information besides the status of  
7 the work order then that coordinators are required to input  
8 into that database?

9 A. Not really, unless there's special notes. Let's say the  
10 interpreter decides that they want a different rate to  
11 perform the work order. Then they'll input the rate into the  
12 database, so that our accounts payable people know which --  
13 how much to pay.

14 Q. Has SOSi always used that database under the DOJ-SOSi  
15 contract?

16 A. No, it was developed after we initially were awarded the  
17 contract and started performing.

18 Q. What was the database system that was used previously?

19 A. Basically, Google type stuff. Others. Again, I wasn't  
20 there. So I can't describe it in appropriate detail. But  
21 it's not --

22 Q. It was pretty rudimentary.

23 A. What we have, it was pretty basic.

24 Q. Do you have any knowledge of what information would go  
25 into that system that existed before?

- 1 A. The same type of information but much less automated.  
2 So it was a lot of human attention needed for it.
- 3 Q. Go over to Joint Exhibit 1(g). That's in the packet  
4 with Joint Exhibit -- starting with Joint Exhibit 1(d).
- 5 A. 1(g)?
- 6 Q. Yeah. It's the last page in that packet.
- 7 A. Okay.
- 8 Q. Is this an accurate reflection of all the current  
9 regional coordinators?
- 10 A. Let me confirm the names first.
- 11 Q. Sure.
- 12 A. Yes, although Rosa is misspelled.
- 13 Q. And what information is contained in the description  
14 section?
- 15 A. This says where each of the regional coordinators has  
16 primary responsibility to fulfill orders -- work orders from  
17 DOJ.
- 18 Q. Do they fulfill work orders outside of what they've been  
19 designated under the description section?
- 20 A. Yes. I mean, this is their primary. But they have  
21 alternate areas as well.
- 22 Q. And where do these coordinators work?
- 23 A. All but one are at our offices in Reston, Virginia.
- 24 Q. Where does the other one work?
- 25 A. She works in Oregon.

1 Q. Does SOSi have an office in Oregon?

2 A. No.

3 Q. How does she work from Oregon?

4 A. She moved, and she asked if she could telecommute. And

5 we agreed to it. So --

6 Q. Had SOSi done that before, allowed coordinators to

7 telecommute?

8 A. Telecommute, no.

9 Q. What about working remotely?

10 A. Okay. So working remotely is like telecommuting. No.

11 Q. Yeah. So that's a no?

12 A. So you're saying they're different?

13 Q. Well --

14 A. So we're not a company that telecommutes --

15 Q. Okay.

16 A. -- primarily.

17 Q. Okay.

18 A. Obviously, there's allowances for family, you know,

19 needs to work from home and stuff like that.

20 Q. Are you aware of a coordinator named Juan Lemas?

21 A. I know that he was a prior employee of SOSi.

22 Q. Did you know that Juan Lemas commuted -- telecommuted?

23 MR. ROBERTS: I couldn't hear you. What?

24 MR. LOPEZ: Juan Lemas was a -- worked remotely,

25 correct?

1 MR. ROBERTS: Objection. What's the relevance of this?

2 MR. LOPEZ: I'll move on, Your Honor.

3 JUDGE ROSAS: Okay.

4 Q. BY MR. LOPEZ: And coordinators report to the regional  
5 coordinator supervisor, right?

6 A. They do.

7 Q. Okay. And has there always been a regional coordinator  
8 or supervisor?

9 A. No.

10 Q. Do you know if there was one at the time that SOSi took  
11 over the DOJ contract at EOIR?

12 A. As far as I understand, no. It was not.

13 Q. Okay. So then they would report to the operations  
14 manager instead?

15 A. Operations manager.

16 Q. Okay. And do you know who it was at the time of the  
17 DOJ-SOSi contract? I mean, at the time that SOSi took over  
18 the DOJ system --

19 A. I don't know who it was when we took over the contract.

20 Q. Okay. And so after regional coordinators receive the  
21 work orders, do they have discretion over who they provide  
22 the assignments to under their description section?

23 A. Ultimately they do, yes.

24 Q. Is there any required sort of methodology that a  
25 coordinator must use to distribute a case?

1 A. So, first, they search their understanding of who is  
2 available because it's easier to fill an order with  
3 someone -- with a contract interpreter who is available,  
4 primarily looking at schedule costs and performance factors  
5 to figure out who, let's say there were three available for  
6 one work order, to offer it to. And a coordinator may offer  
7 it to all three and see which one takes it first as well.

8 Q. After an interpreter has signed an agreement, is there  
9 anyone else from SOSi who is regularly in contact with them,  
10 other than the regional coordinator?

11 A. After they've signed the ICA?

12 Q. Yeah.

13 A. The Quality Management Team has probably the second most  
14 contact with the contract interpreter, the operations team  
15 being the first.

16 Q. And that would be to make sure that they comply with  
17 the, sort of, first time evaluation --

18 A. So to get through the process -- yeah, the first time.  
19 The FTI evaluation, et cetera. And then any annual  
20 compliance requirements, such as the annual eval, once it  
21 gets -- once we start performing them.

22 Q. Okay. So all the different rates that we've seen in the  
23 Independent Contractor Agreements --

24 MR. ROBERTS: Can you keep your voice up? It really  
25 fades.

1 MR. LOPEZ: Okay.

2 JUDGE ROSAS: Do you want a microphone closer to you?

3 See if it will amplify.

4 Q. BY MR. LOPEZ: All of the different interpreter contract  
5 agreements that we've seen so far, they include some type of  
6 wage rate, whether that's a half day rate or an hourly rate.  
7 Is that rate only for their local cases?

8 A. The -- no. I mean, it depends on -- so a 1.0, it would  
9 be for local. And then you would negotiate every travel.  
10 For a 2.0 and 3.0 ICA, then it applies to local, and then we  
11 attempted to standardize travel -- the methodology to  
12 calculate the travel compensation. And then as you've seen,  
13 there are many interpreters who negotiate different rates for  
14 different scenarios, whether it's location or detained,  
15 nondetained, or whatever.

16 Q. Okay. And so in 2.0 and 3.0, an interpreter's travel  
17 rate would always be kind of correlated to their local rate  
18 that --

19 A. Their hourly rate.

20 Q. Their hourly -- or whatever rate that they were making  
21 in that initial box.

22 A. Correct.

23 Q. Okay.

24 A. Plus the stipend.

25 Q. So under the 1.0 contract, was -- who decided what the

1 initial proposed travel rate would be in these case-by-case  
2 negotiations?

3 A. So in a negotiation, you know, someone has to start. So  
4 that would be maybe the interpreter or maybe the coordinator,  
5 depending.

6 Q. Okay. Well, when the coordinator would initiate it, who  
7 decided that initial proposal rate?

8 A. You mean within SOSi who did it?

9 Q. Yeah.

10 A. Primarily the coordinator. There may have been some  
11 guidance. But for the most part, they -- because now we've  
12 been dealing with the 1.0s for so long it's already in there.  
13 So I don't really see the initiation.

14 Q. Oh, okay.

15 A. I'll see some of the, you know, approvals for travel  
16 rates. But I don't see the initial --

17 Q. So I think earlier you mentioned there was -- you could  
18 have a travel rate in your Independent Contractor Agreement,  
19 but you could still negotiate based on the work order.

20 A. At the work order level, correct. We have negotiations  
21 occur.

22 Q. Okay. And so in those, when the coordinator offers a  
23 case to an interpreter, who decides that initial proposed  
24 rate for a travel case? On that work order?

25 A. So if it's within sort of what's been proposed over



1 time, then that's just sort of established between the  
2 coordinator and the interpreter. If it hasn't been, then  
3 essentially a cost-benefit analysis is developed. And then  
4 that will be sent to me for approval.

5 Q. Okay. What factors does SOSi consider in that cost-  
6 benefit analysis?

7 A. Does cost outweigh benefit.

8 Q. Thank you.

9 A. You're welcome.

10 Q. When deciding what rate to propose, does SOSi have a  
11 rate cap that it will not go over in the travel rates?

12 A. So in this scenario where we're doing the negotiation?

13 Q. Uh-huh. Yes, sorry.

14 A. Yeah, so that's kind of an elaboration of the CBA -- the  
15 cost-benefit analysis. So we try not to exceed the \$1,500  
16 liquidated damage that we would receive if we had a no-show  
17 for the work order. But the other consideration is  
18 satisfying our client, which is EOIR. And so many times  
19 we'll approve work orders that are going to cost us more than  
20 that liquidated damage.

21 Q. After interpreters provide a counterproposal rate for  
22 the travel rate, do coordinators have to check in with anyone  
23 in order to approve that rate?

24 A. If it's above -- if they've received guidance on what  
25 rate and that would be above that rate, then, yes, it would

1 go to either Elena or Furugh, and then based off the  
2 thresholds I've provided to Furugh, then he would come to me.  
3 If it's at or below the rate, then they can lock it in right  
4 there.

5 Q. We previously looked at, I think, requests for  
6 quotations and proposals that said, you know, do not propose  
7 travel rates. It said travel reimbursement was now  
8 standardized.

9 A. Uh-huh.

10 Q. You've mentioned the different ways that that was  
11 attempted to be standardized. Were interpreters ever told  
12 how that standardization worked?

13 A. That's why the descriptions are in the ICA with the  
14 scenarios. And then when they call our procurement and have  
15 a 2-hour long discussion about that, they then are described  
16 the process and the methodology of how to pay -- how they'll  
17 receive their pay under that scenario.

18 Q. Okay. So the -- if we go back to the rubber banded, red  
19 rubber band packet --

20 A. Yeah.

21 Q. -- we're going to -- if you could go to the email.  
22 That's title -- it's from M-o-h-d Bisle, B-i-s-l-e.

23 MR. ROBERTS: I can't hear you.

24 MR. LOPEZ: It's -- the document that -- email that says  
25 from M-o-h-d Bisle -- Mohd Bisle.

1 MR. ROBERTS: Is this just in the general stack of  
2 documents you gave me yesterday --

3 MR. LOPEZ: Yes.

4 MR. ROBERTS: -- that are unmarked?

5 MR. LOPEZ: Yes.

6 JUDGE ROSAS: What's the date?

7 MR. LOPEZ: It's 12/28/2015, to Elena Ivanova.

8 THE WITNESS: Is it on the top of the stack or --

9 MR. LOPEZ: It might be.

10 **JUDGE ROSAS: Let's go off the record. Let's go off the**  
11 **record.**

12 **(Off the record from 10:55 a.m. to 11:41 a.m.)**

13 **JUDGE ROSAS: All right. On the record.**

14 MR. LOPEZ: Okay. If you could please take a look at  
15 GC-239. Let me withdraw that for a second.

16 Sorry, Your Honor.

17 MR. ROBERTS: Your Honor, might I -- I mean, I think we  
18 could stipulate probably --

19 MR. LOPEZ: Sure.

20 MR. ROBERTS: -- to essentially all of these.

21 MR. LOPEZ: Okay.

22 MR. ROBERTS: If that's what you're trying to get out of  
23 it.

24 MR. LOPEZ: Yeah. If we can -- if we can stipulate to  
25 let in, I think it's --

1 MR. ROBERTS: Let me look at them one at a time.

2 MR. LOPEZ: Sure.

3 MR. ROBERTS: And I'll --

4 JUDGE ROSAS: Okay.

5 MR. ROBERTS: -- and I'll just state on the record as I  
6 look at one.

7 JUDGE ROSAS: All right. Let's go off the record.  
8 Okay.

9 (Off the record from 11:42 a.m. to 11:47 a.m.)

10 JUDGE ROSAS: Okay. On the record.

11 MR. ROBERTS: Your Honor, I've been provided copies of  
12 General Counsel's Exhibits 239 through 265, inclusive. We  
13 have no -- we would stipulate that these are emails between  
14 various representatives of SOSi and various interpreters.  
15 And we would have no objection to their introduction, if  
16 they're being offered.

17 JUDGE ROSAS: You're offering all of these. Correct?

18 MR. LOPEZ: Yes, Your Honor.

19 JUDGE ROSAS: 239 to 265 are received in evidence.

20 (General Counsel's Exhibits 239 through 265 marked for  
21 identification and received in evidence.)

22 JUDGE ROSAS: All right. As we go forward, your  
23 questioning is now left with respect to these documents.

24 MR. LOPEZ: No question with respect to those documents.

25 JUDGE ROSAS: None? Okay.

1 MR. LOPEZ: For this witness.

2 JUDGE ROSAS: Okay.

3 Q. BY MR. LOPEZ: You have no personal knowledge of the  
4 contract negotiations that occurred in the fall of 2015  
5 between SOSi and the California interpreters involved in this  
6 case?

7 A. Correct.

8 MR. LOPEZ: No further questions, Your Honor.

9 JUDGE ROSAS: Okay. Charging Party?

10 **DIRECT EXAMINATION**

11 Q. BY MS. BRADLEY: Good morning, Mr. O'Brien.

12 A. Good morning.

13 Q. Could you please turn to Joint Exhibit 1(h), I believe.  
14 I'll take some time to find that myself. It should be the  
15 organizational chart, if I'm not mistaken.

16 A. Do you have a page?

17 Q. Okay.

18 A. I'm sorry, what --

19 Q. It's 1(h), H as in hotel.

20 A. That's not --

21 Q. And it should be the first on the stack that begins  
22 Joint Exhibit 1(h).

23 A. I don't have -- sorry.

24 Q. If this helps.

25 A. Okay.

- 1 Q. Are you familiar with an individual named Maria Ayuso?
- 2 A. I know of her.
- 3 Q. Okay. And is she -- does she work for SOSi?
- 4 A. She does. She's a contract interpreter.
- 5 Q. But does she work for SOSi?
- 6 A. As a contract interpreter.
- 7 Q. And does Maria Ayuso have any other roles, other than as
- 8 an interpreter?
- 9 A. So time to time she'll perform evaluations on hearings.
- 10 So hearing evaluations.
- 11 Q. Okay. And referring to this organizational chart that's
- 12 been marked as Joint Exhibit 1(h), first of all, do you see
- 13 Ms. Ayuso on this chart?
- 14 A. No.
- 15 Q. And who would Ms. Ayuso report to on this chart in her
- 16 role as an evaluator?
- 17 A. She doesn't report as an independent contractor. She
- 18 provides services, and then she's paid for it. She submits
- 19 her work to the Quality Management Team.
- 20 Q. Okay. The quality -- so she would submit her work to
- 21 Billy Blake, or would she submit her work to --
- 22 A. Well, to one of Billy's personnel.
- 23 Q. Okay. So it would either be Mr. Blake or the --
- 24 Mr. Romanov or one of the three coordinators underneath
- 25 Mr. Romanov?

1 A. Correct.

2 Q. Okay. And are you familiar with the SOSi interpreter  
3 liaisons?

4 A. Yes.

5 Q. And what is the role of an interpreter liaison?

6 A. So we covered that earlier. But if you want me to  
7 restate it --

8 Q. Please.

9 A. Okay. So currently their role is orientation. In the  
10 past, they have been utilized to conduct coordination between  
11 the court and the various contract interpreters who had work  
12 assignments or work orders at the court that day.

13 Q. Okay. And in that coordination role, who would a  
14 liaison either report to or work under the -- work with who  
15 is listed in this organizational chart?

16 A. Okay. So they would have worked with folks in the  
17 operations, primarily with one of the regional coordinators,  
18 if we're talking in the past when they were coordinating at  
19 the court. They don't do that anymore, so their primary role  
20 is orientation. Some still conduct hearing evaluations. For  
21 both of those, it's back to the same answer -- to QMT and one  
22 of Billy or Sergey's folks.

23 Q. Okay. But in their prior role, a liaison would have  
24 reported to or interacted with a regional coordinator in  
25 carrying out that role?

1 A. For that one function.

2 Q. For the one function. Okay. And if you can, please  
3 refer back to Joint Exhibit 2. That one is a spreadsheet.  
4 Okay. And previously, there was some discussion regarding  
5 page 25 of this exhibit, involving Veronica Juarez.

6 A. Yes.

7 Q. And there was a reference in these notes to a counseling  
8 report. It says in the first line of Ms. Juarez's entry, in  
9 the right-most column, "Counseling report submitted to LSU by  
10 Sergey." Does Sergey refer to someone who works for SOSi?

11 A. Yes. It's Sergey Romanov there in the Quality  
12 Management Team.

13 Q. Okay. And is there a -- if a counseling report is  
14 submitted, as noted in this entry, is there a document  
15 created?

16 A. As I stated before, it could be a phone call. It could  
17 be an email. It could be an actual document itself.

18 Q. Okay. So in some cases a document will be created to  
19 submit to the LSU. But you're saying in other cases, there  
20 will not be a document created.

21 A. Again, if we're talking counseling between the Quality  
22 Management Team or another member of the SOSi program, and  
23 the contractor interpreter, that's different than what might  
24 be submitted to LSU.

25 Q. Okay. But this says counseling report submitted.



1 A. Right. So, in this instance, I would assume -- again, I  
2 haven't seen it specifically, but I would assume that there  
3 is an actual report that was submitted. It could have been  
4 email, and it could have been a Word document or something  
5 else.

6 Q. Okay. And if a report is created and submitted, who  
7 would be responsible for creating that report?

8 A. The Quality Management Team.

9 Q. Okay. And you began your testimony yesterday. Correct?

10 A. Correct.

11 Q. Between the time that you ended your testimony yesterday  
12 and the time that you began your testimony today, did you  
13 review any documents?

14 A. I did not.

15 Q. Okay. And did you discuss the substance of your  
16 testimony with anyone --

17 A. I did not.

18 Q. -- during that time period?

19 A. No.

20 MS. BRADLEY: Okay. Thank you. No further questions.

21 MR. ROBERTS: We have no questions at this time. We  
22 will be recalling him as part of our case.

23 JUDGE ROSAS: Do you have any follow-up to the Charging  
24 Party's cross?

25 MS. HADDAD: No, Your Honor.

1 MR. LOPEZ: No, Your Honor.

2 JUDGE ROSAS: Okay. Thank you, sir. Do not discuss  
3 your testimony with anyone until you're advised otherwise by  
4 counsel. Okay.

5 THE WITNESS: Yes, Your Honor.

6 JUDGE ROSAS: Thank you. Have a good day.

7 **(Witness excused.)**

8 JUDGE ROSAS: And let's reconvene at 1:00.

9 **Off the record.**

10 **(Whereupon, at 11:55 a.m., a lunch recess was taken.)**

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18 **A F T E R N O O N S E S S I O N**

19 **JUDGE ROSAS: On the record.**

20 All right. Next witness.

21 MS. HADDAD: Your Honor, General Counsel calls  
22 Ms. Jessica Hatchette.

23 JUDGE ROSAS: Ms. Hatchette?

24 MS. HATCHETTE: Hi.

25 (Whereupon,

1                                   **JESSICA HATCHETTE**

2       was called as a witness by and on behalf of the General  
3       Counsel and, after having been duly sworn, was examined and  
4       testified as follows:)

5           JUDGE ROSAS:   Please state and spell your name.

6           THE WITNESS:   My name is Jessica Hatchette.   Is this on?  
7       Can you hear me?

8           JUDGE ROSAS:   Can everybody hear her?

9           MR. ROBERTS:   Barely.

10          THE WITNESS:   Hello

11          MR. ROBERTS:   There you go.   There you go.

12          JUDGE ROSAS:   You can move it closer to you.

13          MS. HADDAD:    Yeah, you can adjust it.

14          THE WITNESS:   Okay.   Sorry.   My name is Jessica  
15       Hatchette.   And it's spelled J-e-s-s-i-c-a.   Last name  
16       H-a-t-c-h-e-t-t-e.

17          JUDGE ROSAS:   And can you give us your address?

18          THE WITNESS:   20534 Willoughby Square, Potomac Falls,  
19       Virginia 20165.

20          JUDGE ROSAS:   Okay.

21          MS. HADDAD:    Good afternoon, Ms. Hatchette.   First, for  
22       the record, let me state that Respondent's counsel and  
23       General Counsel have stipulated that Ms. Hatchette is a  
24       supervisor under the Act.   So I will be questioning her  
25       pursuant to Section 611(c) of the federal rules of evidence.

1                                   **DIRECT EXAMINATION**

2    Q.    BY MS. HADDAD: Ms. Hatchette, my name is Laura Haddad.  
3    We've spoken earlier, along with Respondent's counsel. I'm  
4    going to be asking you some questions about your role with  
5    SOSi and about some documents. The documents are in a  
6    stack -- two stacks in front of you. The one on the side you  
7    can disregard.

8    A.    Uh-huh.

9    Q.    The ones that are labeled JX, those are Joint Exhibits.  
10   And the other ones we'll be going through piecemeal, so just  
11   keep them at hold. I'll let you know which ones we go  
12   through. Okay.

13   A.    Okay.

14   Q.    Ms. Hatchette, you use to work for SOSi until very  
15   recently. Is that right?

16   A.    Yes.

17   Q.    And what were the dates that you worked for SOSi?

18   A.    I believe I started -- I forgot, October -- no, sorry.  
19   It was September 2015.

20   Q.    So shortly after SOSi had gotten the EOIR contract?

21   A.    Right.

22   Q.    And when was your last day of work with SOSi?

23   A.    It was about a week and a half ago. What was the last  
24   day?

25   Q.    End of September.

1 A. Yeah. The end of September.

2 Q. Of 2017.

3 A. The 29th, I think, was my last day. Yeah.

4 Q. What is -- what was your job title when you worked for  
5 SOSi?

6 A. Senior subcontracts manager.

7 Q. And what were your duties when you worked for SOSi?

8 A. I was responsible for all of the government subcontracts  
9 and procurement that were awarded under the defense and  
10 intel -- what we call the intelligence business unit.

11 Q. So any contracts awarded between SOSi and a government  
12 agency that has to do with intelligence or --

13 A. So I handled the buy side of contracting. So I would  
14 buy services from suppliers, vendors, subcontractors.

15 Q. Okay.

16 A. In support of those federal prime contracts.

17 Q. Okay.

18 A. For that intelligence business unit.

19 Q. Okay. And is the head of the intelligence business  
20 unit -- is it currently Steve Iwicki?

21 A. Yes.

22 Q. Okay. And so what took up the bulk of your duties when  
23 you were handling the SOSi contract?

24 A. Initially, I came on board so I -- what was explained in  
25 my interview is that they needed to bring a person on that

1 was a high enough level subcontract manager that could ramp  
2 up the DOJ contract and get all the subcontractors brought on  
3 board. And then I was going to be doing proposal support and  
4 subcontract support for the other programs that fall under  
5 that intelligence business unit. Primarily, I worked on the  
6 Department of Justice contract, though.

7 Q. Okay. Okay. And did you -- did you -- you said you  
8 were senior. Did you supervise some people?

9 A. Yes.

10 Q. How many people approximately? Throughout -- I'm sure  
11 there was some turnover, but --

12 A. Between one and six people. Some of them were full-time  
13 employees. Some of them were temps, when we had surges.

14 Q. Okay. And they -- all of them were in the procurement  
15 department?

16 A. Yes.

17 Q. And who did -- and so who did you report to directly?

18 A. Initially, I reported to Craig Brown, who was the  
19 director of procurement. And then he was released from the  
20 Company, and they hired Edward Lowry and -- Ned. He goes by  
21 Ned. And so I worked for him until I left.

22 Q. Okay. What was -- and what was Ned's title?

23 A. It was director of procurement.

24 Q. Okay.

25 A. The same.

1 Q. Just a couple -- all right. There's an email address  
2 that it says DOJIC@SOSi.com. Is that the procurement  
3 department email?

4 A. That is a procurement department email. We set that up  
5 specifically a few months after taking on the IC agreements  
6 -- the role of having to contract with them. Because there  
7 were so many -- we were just getting hit with so many emails  
8 because there's just hundreds and hundreds of interpreters.  
9 So we set that up as a centralized inbox so that we could  
10 manage the work more efficiently.

11 Q. So how many people was it -- did everyone in the  
12 department have access to that DOJ IC email?

13 A. Yeah. Everybody in the procurement department, and then  
14 there were some people in the program that had access to it  
15 as well. They could see the emails. They weren't sending  
16 from it, but they could see it.

17 Q. When you say program, you don't mean other interpreters.  
18 You mean --

19 A. No, no, no. The -- when I say program, I'm talking  
20 about the program management office.

21 Q. Okay.

22 A. So the finance manager, the gentleman that manages all  
23 the regional coordinators.

24 Q. Okay.

25 A. They had access to that, just so that they could see the

1 status of certain things.

2 Q. Okay. So when you came on in September 2015, were you  
3 involved in the drafting of any of the Independent Contractor  
4 Agreements that -- I'm going to call them ICAs throughout my  
5 questioning -- for that first round of interpreters?

6 A. No.

7 Q. Who was?

8 A. It's my understanding that it was Pandora Setian, who  
9 was the chief administrator officer. And Phyllis Anderson,  
10 who was the HR manager.

11 Q. Okay.

12 A. And it had buy-in from Bob Billeaud, who was the vice  
13 president at the time, before Steve Iwicki took over. There  
14 may have been some input from the program manager that was  
15 identified to work on the contract. He worked really early  
16 in the process. His name was Dan Watson, but he's no longer  
17 with the Company. He left a couple of months after the  
18 project started.

19 Q. Okay. So you weren't involved in drafting it. Were you  
20 involved in negotiating it? With interpreters, that first  
21 round.

22 A. Not the first round.

23 Q. Okay.

24 A. No.

25 Q. Who was involved in negotiating it?



1 A. That was primarily Phyllis Anderson.

2 Q. Okay. Do you know Martin Valencia and Claudia Thornton  
3 were also involved?

4 A. They were definitely involved with the discussions with  
5 interpreters. I don't know how many -- I didn't really have  
6 a lot of visibility into the side -- that part of the program  
7 at that point. I was working on the large teammate  
8 subcontractors. We had like 14 of them that I was  
9 negotiating. So I didn't really have a lot of visibility. I  
10 just remember from meetings that Phyllis was primarily the  
11 one negotiating.

12 Q. Okay. And when did you get involved with negotiating  
13 the contracts?

14 A. It was November 17th.

15 Q. Of 2015?

16 A. Of 2015. It came over to my department.

17 Q. All right. Why do you remember that date? Was it an  
18 official move --

19 A. Because it was a really big deal.

20 Q. Oh, okay.

21 A. Yeah.

22 Q. All right. Why was it a big deal?

23 A. So when I came on board, I started working on the  
24 subcontract agreements. And I didn't know what was happening  
25 with the interpreters, just because it was kind of out of my

1 purview. And I was just inundated with negotiations with  
2 these very large contractors. And in a meeting, I heard  
3 somebody say that the individual interpreters they were  
4 bringing on board were independent contractors. And I  
5 explained to everybody, well, if they're independent  
6 contractors, they have to come to my department because I'm  
7 procurement. And anybody -- we have a delegation of  
8 authority at SOSi, like most companies. And the only people  
9 who were able to negotiate and sign with third party  
10 companies, in support of this prime contract, were people in  
11 my department. And so I brought that to the attention of my  
12 management, and they negotiated with Bob Billeaud at the time  
13 and Dan Watson to transfer that work to my department.

14 Q. Okay. So then when -- at that point, did you -- so did  
15 you help -- or did you negotiate first year contracts? Or  
16 had interpreters already all been hired for the first year?

17 A. No, I negotiated a lot of first year contracts.

18 Q. Okay.

19 A. I'm not sure -- there was a few hundred that were done  
20 by the time Phyllis transitioned them over to me. And, I  
21 mean, there was probably -- not everybody made it onto the  
22 program, but I think in that first year we had a total of  
23 1,600 interpreters that we had signed up. With the exception  
24 of a few that work for the same company, most of them were  
25 sole proprietorship. And me or somebody on my team was

1 specifically involved with the negotiations of those.

2 Q. So when -- and they all came from -- most of them were  
3 incumbents from Lionbridge. Is that correct?

4 A. Yes.

5 Q. Okay.

6 A. In the first year, yes.

7 Q. Okay. And when you say you negotiated them, did you  
8 still use the standard ICA template that -- I mean, all the  
9 ICAs kind of look the same, right? Or they have the same  
10 format.

11 A. Yeah. There was a period of time before November  
12 when -- there's a version we call the Pandora version or  
13 zero -- 0.0.

14 Q. Okay.

15 A. There was a period of time where a lot of the  
16 interpreters were pushing back because they felt the terms  
17 and conditions were very onerous. And there were  
18 modifications to that agreement, to streamline it to make it  
19 more friendly -- business friendly. And it was -- in my  
20 opinion, it was onerous. There were flow downs that didn't  
21 necessarily need to be in there, for the type of work they  
22 were doing and the dollar value of it. So the agreement was  
23 changed significantly between that 0.0 version -- what we  
24 called the Pandora version and then 1.0, which was -- which  
25 existed before November.

1 Q. Okay. Just, in general, how are -- we've seen a lot of  
2 ICAs that have been admitted into the record. So we have  
3 many versions of them. How are, in general, ICAs distributed  
4 to interpreters? How do they get them?

5 A. So there is two different ways. One is through the  
6 sourcing process, and the other is through an RFP process.

7 Q. What's --

8 A. The initial sourcing process starts with -- we've got  
9 acquisition professionals that they have like a category  
10 description posted on our web -- our internet page. People  
11 submit their information because they're interested. They  
12 are prescreened. So they -- those individuals answer a  
13 series of questions about, you know, the work they've done  
14 before. They provide resumes. And then sometime they --  
15 well, the process has changed, right. So I'm going to talk  
16 about the first process.

17 Q. Okay.

18 A. Because we've streamlined the process throughout the  
19 time that we've had the contract.

20 Q. Well, like, I can say that we -- I only want to know how  
21 past -- once they're past the qualification stage.

22 A. Yeah. Then what happens once they're past the  
23 qualification stage, they get a new interpreter package from  
24 somebody on my team.

25 Q. Okay.

1 A. And if they're not coming in that way, then their  
2 contract is being renewed and they're responding to an RFP or  
3 an RFQ.

4 Q. And an RFP is a request for proposal?

5 A. Right.

6 Q. And an RFQ is a request for quotation?

7 A. Yeah. But we use them interchangeably.

8 Q. Okay. And when did the Egnyte system start getting  
9 used? Do you know?

10 A. I would say probably in July of 2016, maybe August of  
11 2016. We started using it for sending mass communications to  
12 all the interpreters.

13 Q. Okay. And you can get emails through Egnyte too, right?

14 A. Yes.

15 Q. So if an interpreter responds to something in Egnyte, it  
16 can generate an email and you can respond back through  
17 Egnyte?

18 A. So you can't -- so Egnyte is kind of like a cross  
19 between like a share drive --

20 Q. Okay.

21 A. -- and email. So I can send outgoing information to  
22 Egnyte. If interpreters upload documents or download  
23 documents, I get email notifications. But I can't respond  
24 back through the Egnyte system. It's not like email where  
25 you can just reply.

1 Q. Okay.

2 A. You usually get some kind of a notification and then you  
3 can take it -- your -- then you take it off the Egnyte  
4 system, and then we just exchange emails.

5 Q. Okay. If you wanted to send a mass email to  
6 interpreters, could you do that through Egnyte?

7 A. Yes.

8 Q. Okay.

9 A. Anything going out -- just like out to everybody or out  
10 to one person, I can do that. But exchanging -- I can't  
11 reply back to anything.

12 Q. I see.

13 A. So I can send it out, but no -- if somebody sends a  
14 response, I can't -- there's no way to reply through the  
15 system.

16 Q. Okay. All right. Yeah, you mentioned flow downs  
17 earlier. What was your understanding -- what is a flow down  
18 clause, in your opinion?

19 A. So when we receive a prime contract award, we read  
20 through the prime contract. And there are usually clauses  
21 and provisions that are prescribed to be flown down to  
22 subcontractors. And those prescriptions are either included  
23 right in the clause or it's a public law requirement. So  
24 there are a lot of public laws that are promulgated in the  
25 FAR. And so just based on my professional experience and

1 understanding, I know which clause is made to be flowed down.  
2 I normally just read the prime contract, pull out what needs  
3 to be flowed down, and then flow them down based on dollar  
4 value, how many employees work for a company, what's the type  
5 of work that they do. The flow downs are kind of dependent  
6 on that.

7 Q. Okay. What are some of the flow down clauses from the  
8 DOJ contract? I know that there's been a change. So for now  
9 we'll just say the initial 2015 DOJ contract. Not  
10 modifications forward.

11 A. So one thing that we put in the solicitations -- the  
12 RFPs and RFQs -- was reference to the Anti-Kickback Act.  
13 That's standard. There's a debarment cert that we don't  
14 identify as a FAR flow down, but we put it in the terms and  
15 conditions of the ICA. The reps and certs are flow downs  
16 from Section K of the prime contract.

17 Q. So the -- when you say the reps and certs, is that the  
18 annual --

19 A. Compliance -- yeah.

20 Q. Okay.

21 A. Yeah.

22 Q. And then -- I'm sorry, continue.

23 A. That's pretty much it.

24 Q. Okay. I'd like you to take a look at JX-1(j). So  
25 it's -- it will be in the third stack of Joint Exhibits.

1 A. This side?

2 Q. Yeah. It starts with JX-1(h), is the packet that it  
3 starts with. And I can give you the exact page number. It's  
4 Bates stamped at the bottom 451 -- or 450.

5 JUDGE ROSAS: Do you want to come help her?

6 MS. HADDAD: I'm sorry?

7 JUDGE ROSAS: Do you want to help her?

8 MS. HADDAD: Oh --

9 THE WITNESS: I just see a --

10 JUDGE ROSAS: You got it?

11 MS. HADDAD: Yeah, the -- yeah, the Joint Exhibits are  
12 in that pile.

13 THE WITNESS: H? This?

14 MR. LOPEZ: Starting with that one. Yes.

15 THE WITNESS: Okay.

16 JUDGE ROSAS: Which number?

17 MR. ROBERTS: The 451. It's 1(j).

18 THE WITNESS: Oh, 1(j).

19 MR. LOPEZ: No, it -- so there's going to be multiple  
20 ones under there. And here's the Bates stamp. Okay. So  
21 451?

22 MS. HADDAD: Yeah, 451.

23 THE WITNESS: Oh, I see it. Okay. Thank you.

24 Q. BY MS. HADDAD: Now, the -- this is entitled the ICA for  
25 the period October 26th, 2015, to August 31st, 2016. It's



1 our understanding that this is one of the earliest versions  
2 of the ICA. You didn't draft this, right?

3 A. No.

4 Q. But are you familiar with it?

5 A. Yes.

6 Q. Okay. On -- if you can turn to -- if you look at  
7 paragraph 4 on the first page of the ICA --

8 A. Yes.

9 Q. -- it states that interpreters do not negotiate their  
10 rates -- their travel rates on a case-by-case basis. Are you  
11 aware that interpreters for that 2015 contract, at least,  
12 tried -- some interpreters tried to negotiate a travel rate?

13 A. Yes.

14 Q. And travel rates are now standardized, right --

15 A. Right.

16 Q. -- by SOSi? Just in general, based on this contract and  
17 other ICAs, it's true across the board that cases are paid by  
18 time for each contract, right? Either hourly or half  
19 day/full day?

20 A. Yes. Or full day or flat rate. There are lots of  
21 different, there are lots of different ways they get paid.

22 Q. So there are some flat rates.

23 A. There are some flat rates.

24 Q. But none of it is based on the number of cases that an  
25 interpreter will work assigned to one A number, right?

1 A. I don't know.

2 Q. Okay. I'm going to put that aside for just a moment.

3 I'd like you to look at GC-169. It's already been admitted.

4 So that's on the stack of papers on the -- off to the side.

5 A. Okay. I've got it.

6 Q. So just take a moment to look through this email to

7 familiarize yourself with it. I believe we included it in

8 your set.

9 JUDGE ROSAS: It's the first --

10 MS. HADDAD: Yeah, it's the first one.

11 MR. ROBERTS: 181 or --

12 MS. HADDAD: Oh, 169.

13 MR. ROBERTS: No, I don't have 169. Unless it's buried

14 somewhere in there.

15 MS. BRADLEY: I have one.

16 MS. HADDAD: Yeah, we -- I can give you a copy.

17 MS. BRADLEY: No, this is 169.

18 JUDGE ROSAS: Yeah. Let's let her --

19 MS. HADDAD: Thank you.

20 JUDGE ROSAS: We'll get you the --

21 MR. ROBERTS: Here.

22 Q. BY MS. HADDAD: Now, was this the first email -- do you  
23 recognize this message?

24 A. I do.

25 Q. Did you draft it?

1 A. Yes. Not independently, but yeah.

2 Q. Who did you draft it with?

3 A. Almost all of the communications that went out, I would  
4 do the initial draft, and then they ran through Steve Iwicki.  
5 Sometimes Samantha O'Neil, who is our communications person.  
6 Legal usually looked at everything before it went out.

7 Q. Okay. And this -- so attached to this email was an  
8 extension agreement. Is that right?

9 A. Yes.

10 Q. In this email, you refer to -- on the last page of the  
11 exhibit, in the third paragraph, you refer to the procurement  
12 process will reflect a few minor changes. Did you announce  
13 these changes -- or did you negotiate these changes with any  
14 interpreters before sending this email?

15 A. No. No, this is the reps and certs. And when the  
16 initial agreements were signed -- when the initial agreements  
17 were put together, they were done by somebody who didn't have  
18 experience in subcontracts administration. And so they  
19 forgot the requirement for Section K or the reps and certs.  
20 And so when I took on the project, I was looking at all of  
21 the things that would make these subcontracts noncompliant.  
22 And one of the things I recognized is that they were missing  
23 reps and certs, which are required for our Small Business  
24 Administration audits, because we certify that all of these  
25 are small businesses. And you have to have the supporting

1 documentation. Plus, there are executive orders and public  
2 laws that need to be certified to or represented to.

3 Q. Okay. Okay. And the -- so the minor changes were that.  
4 And then this email -- did it announce the new request for  
5 quote process that Respondent would be using -- that SOSi  
6 would be using to get ICAs?

7 A. I don't see that here. I just said that we're going to  
8 be releasing the RFQ.

9 Q. Right. That's what I meant.

10 A. Right.

11 Q. I just said it kind of more complicated.

12 A. Yeah.

13 Q. Sorry.

14 A. I haven't seen these in a while. So excuse me while I  
15 refresh myself.

16 Q. So you just mentioned having to be compliant with the  
17 DOJ requirements. And I believe -- if you'll refer back to  
18 Joint Exhibit A --

19 JUDGE ROSAS: 1(a)?

20 Q. BY MS. HADDAD: 1(a). It's the top packet --

21 A. Yeah.

22 Q. -- there. And if you looked at page -- Bates stamp page  
23 47, this is the 2015 contract.

24 MR. ROBERTS: What was the page number?

25 MS. HADDAD: 47.

1 THE WITNESS: The JX -- 47, which is page 42?

2 MS. HADDAD: The -- oh, yes. JX --

3 THE WITNESS: 47?

4 Q. BY MS. HADDAD: Yeah. So paragraph H.7 for  
5 Subcontracts, it requires that the DOJ be notified if there  
6 is any subcontractors and if they were not included in the  
7 original contract award. Was -- at the time of the contract  
8 award, if they weren't included in the original proposal.  
9 Was there -- did SOSi get prior written approval from the  
10 DOJ --

11 A. Yes.

12 Q. -- for each interpreter that --

13 A. So the way that we did this is we sent an email to the  
14 contracting officer, who is the only person who can grant  
15 consent. This is -- in my world, we refer to this as a  
16 consent requirement.

17 Q. Okay.

18 A. And she told us that we did not have to get it  
19 individually for each interpreter. She was just going to  
20 give -- she confirmed that they were subcontractors, by  
21 definition, which indicates to me that there are certain  
22 requirements that I have to -- certain compliance  
23 requirements and a certain process that I have to use. And  
24 she basically gave us blanket consent.

25 Q. Okay. So I'd like to go back to the original -- oh,

1 okay. So the next email in your stack -- GC Exhibit 181.  
2 It's already been admitted. And this -- attached to this  
3 email, there was -- this is a training module. Is that  
4 right?

5 A. Yeah. It was a PowerPoint presentation that I put  
6 together.

7 Q. Okay. Please refer to this PowerPoint presentation --  
8 it should be underneath, as GC Exhibit 182.

9 A. Yeah.

10 Q. Please refer to GC Exhibit 182. I'd like to refer you  
11 to page -- it's the fifth page in that document, the one  
12 that's entitled "How Long Will This Take?" When you -- it  
13 says up top that -- did -- you drafted this, right?

14 A. Yes.

15 Q. It says that the goal here was to streamline the rate  
16 negotiation process. Is that right?

17 A. Yes.

18 Q. And then you give a list of time -- of time  
19 requirements, right underneath. And the expected completion  
20 of the -- reading the ICA is only 10 minutes, including the  
21 pricing sheet is 30 seconds. Was it expected that  
22 interpreters would be able to edit this ICA?

23 A. So what we did is -- oh, to edit the ICA?

24 Q. Yes.

25 A. Yeah, they could provide red lines.

1 Q. Okay.

2 A. Yeah.

3 Q. Was it sent -- was the ICA sent as a Word document or as  
4 a PDF?

5 A. No, it was sent as a PDF.

6 Q. Okay. I'd like to refer you to the third -- fourth to  
7 the last page. It's right -- it's the "How to Complete Your  
8 Documents" section.

9 A. Yes.

10 Q. And it states here that -- were you -- yes, you found  
11 it -- it states here that some documents like the Independent  
12 Contractor Agreement have fixed or locked fields that cannot  
13 be changed. So presumably those fields couldn't be edited.  
14 Is that right?

15 A. That's correct. There was -- that was referring to --  
16 in the very first ICA, we created a PDF that had rates that  
17 went from, I think, 25 to \$35 an hour in 50 cent increments.  
18 And so you could only select one of those rates -- one of  
19 those increments. And that couldn't be changed.

20 Q. Okay. Actually, if you look below Exhibit 184, which is  
21 next, there's Exhibit 234. It is a screen shot of rates. I  
22 don't mean to be going out of order, but since we have you  
23 here.

24 A. Yes.

25 Q. Is this the screenshot of rates from the ICA that you

- 1 were talking about?
- 2 A. It is. Yes.
- 3 Q. And is that ICA GC-184?
- 4 A. Is it GC-184?
- 5 Q. Oh, it's the --
- 6 A. Oh, sorry. The one right above it.
- 7 Q. So the wage rates for -- on GC-184, that table is --
- 8 A. I believe it is because this is the version that does
- 9 not have the addendum after page 5. So it looks like it.
- 10 Yeah.
- 11 Q. So the wage rates on page 8 of the ICA -- go turn to
- 12 the -- page 8.
- 13 A. Yeah.
- 14 Q. So where it says, "Contractor proposed hourly rates,"
- 15 next to that number 35, is there a little scroll-down box?
- 16 A. Yes.
- 17 Q. And does GC Exhibit 234 -- does that accurately reflect
- 18 the range of that scroll-down box?
- 19 A. So it should go to -- if you scroll all the way down, I
- 20 think it starts at \$25 an hour. And I can't see that here.
- 21 It looks like --
- 22 Q. It looks like it goes -- so on the top panel, when you
- 23 click down, it's 35. And then it goes 25, 25.50, 26 --
- 24 A. Yeah. That's right.
- 25 Q. So that's right?



1 A. Yeah.

2 Q. Okay. So this was prefillable? To these -- these were  
3 fixed? The interpreters could not change these.

4 A. They could not change these.

5 Q. Okay.

6 A. Right.

7 Q. How many -- going back to the RFQ training, did you send  
8 the RFQ training to interpreters nationwide?

9 A. Yes.

10 Q. All right.

11 A. I believe that we -- so we had three different waves.  
12 And I think we included the training in all the waves.

13 Q. Okay. And was this -- were these waves matched up with  
14 expiration of contracts?

15 A. No. We were trying to segregate them by geography and  
16 language. And we were trying to group them just for our own  
17 convenience. Obviously, we couldn't renew a thousand people  
18 at one time.

19 Q. Okay.

20 A. So we broke them up into three different groups, the  
21 first being the smallest, because it was kind of a  
22 temperature test for how the rest was going to go and kind of  
23 helped us plan what to do with the rest.

24 Q. Okay. And who were the first -- well, the first who was  
25 the temperature test, was -- were those the California

1 interpreters?

2 A. The California Spanish interpreters.

3 Q. Okay. So I'd like to -- so is that why for GC-184, this  
4 contract, when it was sent out was, it entitled "RFQ CA Only  
5 Contract."

6 A. Yeah. Yeah.

7 MS. HADDAD: Looking -- Your Honor, could we just have  
8 one second?

9 JUDGE ROSAS: Sure.

10 **We'll go off the record.**

11 **(Off the record from 2:10 p.m. to 1:11 p.m.)**

12 **JUDGE ROSAS: Okay. Back on.**

13 Q. BY MS. HADDAD: I'd like to refer you to JX-1(oo). It  
14 will be several stacks -- it will be in the stack that is --  
15 I believe it's H. I'll confirm, one moment. Oh, it -- it's  
16 in the stack that's JX-1(dd).

17 A. Okay.

18 Q. If you go to 0598 -- the Bates stamp at the bottom  
19 JX0598.

20 A. Got it.

21 Q. So is this the request for rotation -- or request for  
22 quotation that had the California Spanish contract that was  
23 sent out?

24 A. I'm not sure if this is the California Spanish one or  
25 not. A lot of the emails were pretty much the same, and I

1 didn't -- I mean, I don't see where I specifically identified  
2 it here.

3 Q. Well, on the back -- on JX0599, at the very top, it says  
4 "RFQ - California Spanish 9.12.16."

5 A. Oh, yeah. Then, yes. That would be correct.

6 Q. So in this one -- is this the email where you announced  
7 the changes to some of the -- for the new streamlined process  
8 for --

9 A. Yes.

10 Q. -- requesting a quote?

11 A. This should have included an RFQ letter with  
12 instructions.

13 Q. Do you happen to know, was the RFQ letter sent in the  
14 same format? Or was it sent in the link?

15 A. It was sent -- so the way Egnyte works is that this is  
16 like a transmittal email.

17 Q. Okay.

18 A. And then if you click on the link, there are documents  
19 inside that link that can be downloaded. And one of the  
20 documents to download should have been RFQ instructions.

21 Q. Okay. Well, looking at this -- so this announces three  
22 significant changes, the first one being that SOSi has  
23 eliminated half day and full day rates and will only accept  
24 hourly rates. Who is responsible at SOSi for deciding that  
25 change? Do you know?

1 A. That was -- I mean, that happened at the highest levels  
2 of our organization. We were -- I mean, not to air the dirty  
3 laundry, but we were losing a lot of money. And the half day  
4 and full day rates that were negotiated far exceeded what we  
5 could bill in the prime contract to the government. And so  
6 we knew that we needed to restructure the rates to reflect  
7 the way that work was coming in and the way that we needed to  
8 process it as a business and the way we had to pay  
9 interpreters.

10 Q. So that decision was made -- that was made by SOSi at  
11 the highest levels, you said?

12 A. Yeah.

13 Q. Okay. And it wasn't -- you could have continued  
14 charging half day and full day rates per the DOJ contract.  
15 It wasn't barred by that, right?

16 A. It wasn't about -- so there's maximum rates that you can  
17 charge on the prime contract. So we're always going to be  
18 beholden to whatever is in the prime contract. So if there's  
19 a maximum rate -- so let me explain this. The way that the  
20 contract is structured and the way that the cases are ordered  
21 can be different. And the prime contract said that the  
22 government could do whatever is more advantageous. So, for  
23 instance, they could order a case. And if it didn't last a  
24 half a day, they could pay us hourly for how long the case  
25 took. And that's how we would have to bill them for it. So

1 the problem we were running into is that we had interpreters  
2 that were potentially billing for half days, but the  
3 government was only allowing us to reimburse hourly because  
4 that was more advantageous for them. And when the original  
5 agreements were struck with the interpreters, we didn't take  
6 that into consideration. Normally, that would be part of a  
7 flow down.

8 Q. Right.

9 A. You would --

10 Q. But it wasn't -- I mean, it's -- but it's not a part of  
11 the flow down. This is just business sense for SOSi, right?

12 A. Traditionally, you flow down the contract type that's in  
13 your prime. Or you have the rate structures of your  
14 subcontracts set up so that it works with the prime contract.

15 Q. Right. But you're not required to -- traditionally you  
16 can, and -- but you're not required by the DOJ contract to --

17 A. There's no legal requirement for it. No.

18 Q. And there's nothing in the DOJ contract that requires  
19 that, right?

20 A. No.

21 Q. So, then, looking at the next change on -- at -- on page  
22 598, it says, "Any response that exceeds the maximum rate  
23 will be considered technically unacceptable and ineligible  
24 for subcontract award." Does it say anywhere here that this  
25 is negotiable? On this document, does it say anywhere?

1 A. That the rate is negotiable?

2 Q. That's right.

3 A. No. Because the intention was that the rate wasn't  
4 going to be negotiable. Those were going to be the max  
5 rates.

6 Q. Okay. And then the third paragraph says that "travel  
7 reimbursement is now standardized across the program and will  
8 not be individually negotiated." Has that remained true?

9 A. So it's not true for all interpreters. There are some  
10 interpreters who speak very rare languages. They live in  
11 very remote areas of the United States. And we have to --  
12 you know, we still have to perform on the contract. And so  
13 sometimes we negotiate something different with them because  
14 it's fair and reasonable --

15 Q. So --

16 A. -- due to the supply and demand of the interpreter.

17 Q. So the standardized rates apply to -- is it fair to say  
18 common languages?

19 A. For Spanish and common.

20 Q. Spanish and common?

21 A. And most uncommon as well. So it's only like --

22 Q. A few outliers?

23 A. Acateco or -- you know, just really rare languages that  
24 people don't even know of.

25 Q. Sorry, what was the language you just said?

- 1 A. I think it's called Acateco and Calteco. Yeah.
- 2 Q. Only because I spoke over you, so I wanted to --
- 3 A. Yeah.
- 4 Q. All right. So how are travel rates standardized? If
- 5 you remember. I know that that process has probably changed
- 6 a little bit.
- 7 A. Yeah, that's changed. I remember that we decided to
- 8 create a travel rate based on the hourly rate. So we would
- 9 take their hourly rate and multiple it by eight. And then we
- 10 would provide an additional travel stipend, which was just
- 11 kind of like pain and suffering -- you know, like -- almost
- 12 like a per diem. And that made up their travel rate.
- 13 Q. Okay. And so for the most part, other than those
- 14 outlier interpreters, this is a standard process.
- 15 A. Uh-huh. Yes.
- 16 Q. So -- yeah. Could interpreters ask for a different type
- 17 of travel rate than times eight?
- 18 A. They could. I don't know if any of them ever did ask
- 19 for a different travel rate to --
- 20 Q. Okay.
- 21 A. -- than multiplied by eight.
- 22 Q. Okay.
- 23 A. I don't -- I have no memory of ever having a discussion
- 24 like that.
- 25 Q. When it came to the negotiations -- when it came to the

1 negotiations, would it -- the people who worked under you,  
2 did they have authority to enter into ICAs?

3 A. Yes.

4 Q. And when would they have to come to you?

5 A. There were some clauses that are higher risk. And so if  
6 they just sign the standard, and maybe they had a -- they  
7 wanted to make something permissive -- so instead of "shall"  
8 change it to "may" -- I would just have a discussion with  
9 them. And they would just make the change and sign it. They  
10 have the authority to sign.

11 Q. Okay.

12 A. Like Sharenette Foster worked for me. She was a  
13 subcontracts administrator. The temps never signed. It was  
14 only the people who were actually employees.

15 Q. Okay.

16 A. And they would -- it was usually me and Sharenette that  
17 did most of the executions -- besides Phyllis.

18 Q. Who could approve rates?

19 A. So the rates had to be approved through the finance  
20 office. So we had the maximum rates that we knew we could  
21 pay. And then we would talk with the program manager and the  
22 finance manager, and we'd kind of have a discussion on, you  
23 know, what's the highest that we can go up to. We'd look at  
24 how many cases this person would be taking, how many cases  
25 we're getting from the government. And we kind of make a



1 determination about what's the highest that we can go to, and  
2 we use that as our negotiation strategy.

3 Q. Okay. So when people -- when interpreters responded to  
4 this initial California ICA, they couldn't negotiate past  
5 that maximum rate, right?

6 A. They actually could. So this was like a fantastic game  
7 of chicken, because they did. We ended up. You know, we --  
8 even though we intended to have max rates, the responses we  
9 got -- we got one response from one interpreter, Elena  
10 Walker, for \$35 an hour. We got another response from a  
11 person who actually had incorporated his company at \$35 an  
12 hour. And then I received various letters through email,  
13 with what looked like the interpreters colluding and asking  
14 for the same or higher half day/full day rates that they  
15 previously had on contract.

16 Q. Okay. I would like to refer -- I mean, you said that  
17 that did happen. But for the most part -- it didn't happen  
18 with everyone, right? With this new streamlined process.

19 A. There are people that accepted the maximum rates, and  
20 there are some people that we accepted over the max rates.

21 Q. Okay. Well, I'd like to refer you to GC Exhibit 187 and  
22 188. They're at the next documents right in front of you.  
23 So one is from an interpreter, Irma Rosas, who had previously  
24 received RFQ California Spanish Interpreters.

25 A. Okay. One second.

1 Q. And she wrote with a counteroffer of per hour for or  
2 half day rate. And then GC Exhibit 188, is this response --  
3 this response is signed by you, right?

4 A. Yes. This came from me.

5 Q. And in this, you state that one of the problems is that  
6 this no longer -- it's not an hourly proposal by Ms. Rosas,  
7 and that opt-out documents were missing, and that the rates  
8 that were proposed were significantly higher. And then you  
9 asked for her best and final offer. Was there any  
10 counteroffer made by SOSi?

11 A. No.

12 Q. Yes or no is fine.

13 A. Yeah.

14 Q. I'd like to look at a few other ICAs and RFQs. Look at  
15 Joint Exhibit 1, Exhibit (rr). I think it is -- I believe  
16 it's in the (dd) group. So the one that's titled -- that  
17 starts (dd), which that -- and if you look at 606 -- it's  
18 Joint Exhibit 606. The --

19 A. Yeah.

20 Q. So this is a non-California interpreter ICA, right?

21 A. Yes.

22 Q. Could any California interpreters get this ICA?

23 A. I don't think so. They shouldn't have.

24 Q. What was different between these two? Do you recall? I  
25 mean, I know this is a later date. In other words, this

1 might be the second stage?

2 A. Yeah. So this included -- we have three groups.

3 California Spanish, California non-Spanish, plus a group we  
4 call SCSI. They were in a testing and program. And then we  
5 had the rest of the United States. And this was the rest of  
6 the United States group. There was about 600 interpreters in  
7 this group.

8 Q. So when you broke it down by geography, they just --  
9 essentially, SOSi carved out California.

10 A. Yes.

11 Q. And did -- what were the other -- what were the  
12 differences, if you recall?

13 A. The primary difference between them were -- well, for  
14 the California non-Spanish and SCSI and the rest of the  
15 United States, the ICA should have been identical, because  
16 they had Spanish, non-Spanish, and -- or, sorry, Spanish,  
17 common, and uncommon.

18 Q. Okay.

19 A. It was only the California Spanish that was isolated  
20 with just the Spanish language.

21 Q. Okay. And what -- do you recall any difference in  
22 terms?

23 A. The terms of the ICA should be the same, should have  
24 been the same for everybody.

25 Q. Okay.

1 A. Yeah.

2 Q. So then, the California interpreters weren't the test  
3 group?

4 A. The California Spanish were the test group.

5 Q. Okay.

6 A. But there was only, like, 30 of them, I think.

7 Q. Okay. There were only 30 Spanish interpreters?

8 A. In the --

9 Q. California?

10 A. -- yeah, at that time. It was a really small group.

11 Q. At -- and when you say -- yeah, what time?

12 A. That was August 2016. Maybe 50 tops. But it was a  
13 small group. It was less than 100. I think the California  
14 Spanish and -- or non-Spanish and SCSI was about 150.

15 Q. Okay. Because the numbers were so small, did that  
16 reflect the demand for Spanish language interpreters in  
17 California?

18 A. I'm not -- I don't know.

19 Q. I mean, is it safe to say that --

20 A. I know that we -- so what I remember from the program  
21 meetings, I remember that we had really good coverage in  
22 terms of interpreters being able to fulfill the cases that we  
23 were being assigned. So I didn't -- I wasn't really aware of  
24 needing specifically more demand. I do remember a couple of  
25 meetings where, like, the acquisition professionals -- they

1 were really being pushed to bring on more Spanish in some  
2 areas. But I don't remember California being --

3 Q. Would -- we don't need to refer to it --

4 A. Yeah.

5 Q. -- but would the DOJ contract -- the newest one that was  
6 signed, would that reflect the number of cases per language  
7 that had been completed the year before?

8 A. I don't think so. I haven't reviewed -- you're talking  
9 about modification 4.

10 Q. Yes. I am.

11 A. I haven't reviewed that.

12 Q. Okay. That's -- then I'll move on. I'd like to go --  
13 for you to JX558 in that same packet. It's entitled "Request  
14 for Proposal for DOJ EOIR Interpreter Services." We're going  
15 to go ahead through with some of these because it's not clear  
16 on the record how -- the order that these were sent out, who  
17 they were sent to, and so on.

18 A. Yeah.

19 Q. So just take a moment and look at that. Do you  
20 recognize this?

21 A. Yes.

22 Q. It says on the back that an interpreter -- the last  
23 page, at the top, 559, that an interpreter does not have to  
24 sign the agreement. They can opt out and return an  
25 extension. Who was this sent to and -- it doesn't have any

1 dates --

2 A. The extension went to the California non-Spanish and  
3 SCSI.

4 Q. Okay. It states -- we'll go over to the next page, 560.  
5 It states the "Do not propose travel." So is this part of  
6 the continuing trend of standardizing travel?

7 A. Yes.

8 Q. Okay. I'd like to refer you to page 582. This is  
9 another Request for Quotation for DOJ EOIR Interpreter  
10 Services. It states that -- oh, I'll give you a second.  
11 Sorry.

12 A. Go ahead.

13 Q. It states that -- it's under -- there's an underline  
14 that says, "However, SOSi will consider alternate proposals."  
15 And that comes right after "Any response that exceeds the  
16 maximum rate will be considered technically unacceptable and  
17 ineligible." There's no explanation on this document of what  
18 alternate proposals might be accepted, right?

19 A. Correct.

20 Q. And that doesn't apply to -- there's no similar  
21 statement on the paragraph that says, "Your quote must be  
22 received no later than 5 p.m.," where it says, "Only hourly  
23 rate quotes will be considered for award." There's no  
24 similar caveat or underlined statement there, right?

25 A. Right.

1 Q. Okay. And then just looking at page 587, this Request  
2 for Quotation for DOJ EOIR Interpreter Services is basically  
3 the same, right? It just -- did it send out a different  
4 version of a contract?

5 A. It was probably sent to a different group of  
6 interpreters.

7 Q. Okay.

8 A. Because we still had three groups that we were -- or at  
9 least two groups at that point. This was April.

10 Q. Okay.

11 A. We had -- we still had multiple groups of interpreters.  
12 So we, you know, would send the same document out to each of  
13 the groups.

14 Q. And now, is there only one group? I mean, one group  
15 with like one expiration date?

16 A. By April 8th. No.

17 Q. How about presently? Up until you left.

18 A. No, there's still not one expiration date for all of  
19 them.

20 Q. Okay. But there's one -- is there one group?

21 A. No.

22 Q. Oh, okay. How many groups are there? I don't mean of  
23 expiration dates. I just mean --

24 A. Yeah.

25 Q. -- did you -- because you --

1 A. Now they're grouped by expiration.

2 Q. Oh, okay.

3 A. So before they were grouped by geography and language.

4 And now, because we -- so one thing that we do is if an  
5 interpreter decides to renegotiate their rate, we will give  
6 them a brand new contract. And that brand new contract will  
7 contain the current expiration date from the ICA template.

8 Q. Okay.

9 A. Right. And so people got out of cycle. So as  
10 competition increased and people decided to drop their rates  
11 closer to the maximum that we were offering before, often  
12 they will come back to the negotiation table and -- because  
13 they would rather have work, and competition has decreased  
14 their rates. And so they'll sign up to a new contract.

15 Q. Okay.

16 A. So there's -- I think there's three or four major groups  
17 of expirations. But they are on -- like, some have mod 7,  
18 some have mod 6.

19 Q. And did you draft these requests for quotations,  
20 requests for proposals?

21 A. Yes.

22 Q. And if you'd refer to page 604 and 605. Actually, it  
23 will be -- I'm going to back up to page 601. Did you draft  
24 this one as well?

25 A. Yes.



- 1 Q. And the same with 604. Is that right?
- 2 A. Yes. There's only one communication that has my name on
- 3 it that I have -- that I didn't draft personally.
- 4 Q. What --
- 5 A. But I was part of all these.
- 6 Q. Okay.
- 7 A. Yeah.
- 8 Q. Take a look at JX-1(1). It's in the JX(h) contract. If
- 9 you take -- turn to page 477.
- 10 A. Okay.
- 11 Q. So this contract -- it has an expiration date of
- 12 August 31st, 2017. So it would have been in a group that
- 13 just ended. This has many of the same terms -- I mean,
- 14 different -- it has many of the same paragraph headings as
- 15 the previous ICAs, right?
- 16 A. Yes.
- 17 Q. It also states in paragraph 2 that it's terminal by SOSi
- 18 with 5 days notice. And that was -- that's been true for all
- 19 of the ICAs. Is that right?
- 20 A. I would have to review it. That sounds familiar. I'm
- 21 not --
- 22 Q. Okay.
- 23 A. I don't remember off the top of my head.
- 24 Q. And it says the contractor can --
- 25 A. Yeah.

1 Q. -- can terminate it. There's no provision in here  
2 against de-assigning cases after they've been assigned and  
3 confirmed by an interpreter, right?

4 A. De-assigning cases? If there is, it would be in either  
5 the statement of work or the compensation schedule. But I  
6 don't think so. I think there is penalties for no-shows, and  
7 then there are sections --

8 Q. There are penalties on interpreters for no-shows?

9 A. Yeah. So that's on page 15, JX491. If the interpreter  
10 doesn't --

11 Q. Okay.

12 A. -- show up, there's penalties. But -- you're talking  
13 about when SOSi de-assigns cases?

14 Q. Yes.

15 A. No, there's something in here -- I remember seeing this  
16 not too long ago. It might be in the new --

17 Q. It's not in this version that just expired, right?

18 A. Well, there's a new version right now and -- that we  
19 call 3.0. And I think it says something about --

20 Q. Well --

21 A. -- there's a --

22 Q. You don't have to speculate.

23 A. Yeah.

24 Q. Because we'll look at that as well.

25 A. Oh, okay. That's fine.

1 Q. Yes. The penalties that you mentioned are not --  
2 they're not required by the DOJ-SOSi contract, right?

3 A. They are -- there are penalties for nonperformance that  
4 we decided to flow down.

5 Q. Okay.

6 A. Because the interpreters are ultimately responsible for  
7 showing up. So --

8 Q. But it's not a requirement -- when you say flow down,  
9 that's not a required flow down clause by DOJ. That's just  
10 they're punishing you, so you're punishing the person who  
11 didn't show up, right?

12 A. Right. Yeah. Flow-downs are determined based on what  
13 is actually required and based on what's in the best  
14 interests of the government and the prime contractor for  
15 performance. So flow downs don't have to be prescribed to be  
16 flowed down to be necessary to protect the government to flow  
17 down. So this would be one of those areas that the  
18 government would be protected, if the individuals that are  
19 responsible for performing the statement of work is not  
20 sharing in that penalty.

21 Q. I think I'm a little -- I mean, it's not necessary to  
22 protect -- so this wasn't always a provision in every ICA,  
23 correct? In the original ICAs?

24 A. I don't think they had the -- they didn't have -- you're  
25 talking about the liquidated damages. So there was a no-show

1 penalty in the original ICA. Yes.

2 Q. But it is at SOSi's discretion whether or not to assess  
3 those penalties, right? Just yes or no.

4 A. Yes.

5 Q. Okay. Can you just turn to 499? It's JX499. This is  
6 Attachment A to ICA Joint Exhibit 1(m).

7 A. Yeah.

8 Q. It states when a work order is cancelled. It doesn't  
9 state here that SOSi can de-assign cases that have not been  
10 cancelled by the government, right?

11 A. I'm sorry, can you repeat the question?

12 Q. Sure. So I believe it states that it will terminate --  
13 on paragraph B, "SOSi shall terminate the work orders in the  
14 event the contractor receives a government-directed  
15 disqualification after the work order has been accepted."  
16 This doesn't say anything about SOSi being able to de-assign  
17 cases for any other reason besides a disqualification or  
18 simply a cancellation --

19 A. Right. It doesn't say anything in the contract on that.

20 MS. HADDAD: I'm sorry. Can we take a 5-minute break?

21 **JUDGE ROSAS: Sure. Let's take a few.**

22 **(Off the record from 2:45 p.m. to 2:50 p.m.)**

23 Q. BY MS. HADDAD: Ms. Hatchette, could you please turn to  
24 page 523 in that packet? This modification 3 in the  
25 packet -- it extends ICAs expiring December 15th, 2016, to

1 August 31st, 2017. Was this part of an option A, option B  
2 contract? I don't know if you know just by looking at it.

3 A. This was before -- you're talking about option A, option  
4 B that we just did?

5 Q. Yes. Is that the only option A, option B?

6 A. That we actually called option A and option B, yeah.  
7 This was -- I mean, we offered two options, an extension or a  
8 mod. And sometimes we did extensions and mods. I'm not  
9 sure. We had so many different versions of this --

10 Q. Okay.

11 A. -- that were going out to so many different groups, I  
12 wouldn't be able to tell by looking at it right now if this  
13 was just an extension or if this was intended to be an  
14 extension plus an option to provide rates.

15 Q. Okay. Well, based on looking at it, it doesn't appear  
16 that it --

17 A. If we went from December to August, it probably was a  
18 group that was already at or below the standard rates,  
19 because that's the only reason why we extended people for  
20 that amount of time.

21 Q. Okay. For paragraph 2, it says it replaces the previous  
22 travel section with the new travel language. And travel  
23 rates will no longer be negotiated on a case-by-case basis  
24 with the regional coordinator. So was that the remaining  
25 interpreters who had negotiable travel rates?

1 A. Yes. So -- yeah, I didn't even notice that. So what  
2 this would have been for is for those interpreters who were  
3 opting to have the longer period of performance in exchange  
4 for agreeing to the standard travel rates. And the intention  
5 was to replace the travel section in their Attachment B  
6 compensation schedule with this section --

7 Q. Okay.

8 A. -- which would standardize it.

9 Q. And that was the only option? I mean, if they wanted to  
10 accept this longer extension to continue --

11 A. Yeah. Normally we would send this out with an option  
12 for a shorter extension.

13 Q. Okay.

14 A. So there were a lot of different -- you know, we were  
15 trying a lot of different techniques to try to get their  
16 rates down. And so a lot of times we would send out a short-  
17 term extension and then a long-term extension.

18 Q. Okay.

19 A. With the long-term extension having value associated  
20 with it. But in exchange, we would have them sign something  
21 that was standard, where we wanted to get everybody in the  
22 future.

23 Q. And so the standard rate -- you were trying to get a lot  
24 of interpreters under that standard rate?

25 A. The -- this was for standard travel.

1 Q. Right.

2 A. So a standard calculation of their travel using the  
3 hourly rate that they have in their current agreement.

4 Q. Okay.

5 A. Because it says that these rates -- the actual rates in  
6 here are illustrative examples. And that actual  
7 reimbursement would be based on their actual hourly rate in  
8 their ICA plus the appropriate stipend.

9 Q. Right. So if their hourly rate was, say, \$50 an hour,  
10 you could go to this chart and find out what your travel rate  
11 would be.

12 A. Yes.

13 Q. Okay.

14 A. That was the intention.

15 Q. There's one more modification I'd like to look at. If  
16 you could take a look at -- back to the GC packet. It's the  
17 individual documents. GC Exhibit 212. Is this sending out  
18 the 3-year, 2-option year contract that you were talking  
19 about?

20 A. Yes. It is.

21 **(General Counsel's Exhibit 266 marked for identification.)**

22 Q. BY MS. HADDAD: And I'd like to show you -- if you'd  
23 look at what's been marked as GC Exhibit 266, modification 6,  
24 immediately after that. This was not provided to us as part  
25 of the SOSi production. Is this the modification that was

1 attached to this July 20th, 2017 email?

2 A. So I don't -- I'm not exactly sure what group Milar  
3 (ph.) was in.

4 Q. Okay.

5 A. There were about 15 subgroups. So you see how it says  
6 modification 6 at the top.

7 Q. Yeah.

8 A. What we did is we looked at who had above and below  
9 standard rates. We looked at when people expire. We looked  
10 at whether they had ICA 1.0 or 2.0 -- so the really old  
11 agreements for 2015 or the updated agreements for 2016. And  
12 then we figured out what mod number they were on. And we --  
13 that ended up being like 15 different groups of interpreters  
14 and depending on -- you know, if Milar had a 1.0 ICA and she  
15 was below standard rates, then she probably would have gotten  
16 something like -- well, she would have had two options, an  
17 option A and an option B. Option A gave her all the new  
18 bells and whistles -- so it had a 3-year period of  
19 performance. There is an incentive for working additional  
20 cases. So for every 20 cases you work you have a -- here it  
21 is, the operations incentive. For every 20 work orders you  
22 do per month, you get an additional \$250. And then we had a  
23 referral incentive as well. So there were extra things in  
24 here. Or she could have an option of extending her current  
25 agreement for a year. So that -- there was like an option A,



1 extend your current agreement for a year, or option B, which  
2 was -- I might have them mixed around -- which is take the  
3 new modification with the additional bells and whistles  
4 related to the compensation provisions.

5 Q. Okay. So there were two -- so this newest round, there  
6 were two options that interpreters could pick?

7 A. Yeah. But not all the options were equal. So for those  
8 people who were above standard rates, they did not have -- so  
9 for people who have below standard rates, both of their  
10 options allowed for them to have a 3-year period of  
11 performance. For those people who were above standard rates,  
12 they could either take a year extension or get the 3-year one  
13 with all the next stuff in it.

14 Q. Okay.

15 A. So it really depends on -- so to answer your question is  
16 a little difficult because I don't know if this is -- exactly  
17 goes with this.

18 Q. Well, let me just ask. At page 3 of GC Exhibit 212, it  
19 says 1B - mod 6 is what's attached. Does that refer to her  
20 group?

21 A. 1B is her group. Yeah.

22 Q. Oh, okay. I don't know if you can tell by looking at  
23 this modification 6 whether it's a 1B contract.

24 A. I don't remember what 1B was. I had a big spreadsheet  
25 to tell me the differences at work. But I don't know off the

1 top of my head.

2 MS. HADDAD: Your Honor, move to admit GC Exhibit 266.

3 MR. ROBERTS: No objections.

4 JUDGE ROSAS: 266 is received.

5 **(General Counsel's Exhibit 266 received in evidence.)**

6 Q. BY MS. HADDAD: One more question about this. This is  
7 a -- this is one version of the modification 6 though, right?

8 A. Yes.

9 Q. Okay.

10 **(General Counsel's Exhibit 267 marked for identification.)**

11 Q. BY MS. HADDAD: I'd like to show you what's been marked  
12 as GC Exhibit 267. Is this a -- this appears to be a  
13 standard letter that was sent. Is that correct?

14 A. Yeah. So what would -- what we would do is we would  
15 review all the proposals that were submitted, and we would  
16 compile a list of those people who submitted technically  
17 nonresponsive proposals, and then we would ask -- as part of  
18 our negotiation technique, rather than proposing a  
19 counteroffer, we asked them for their best and final offer.

20 Q. So you would reject -- well, let me see, you would make  
21 an offer with the contract. They would choose hourly rates  
22 that were too high, they were not hourly, they were higher  
23 than the maximum rate allowed, or other mandatory documents  
24 not provided. And this email was sent -- to be sent out and  
25 request their best and final offer.

1 A. Yeah. We would just let them know that they were out of  
2 line with where we needed them to be. Or in some cases, they  
3 weren't providing all the required documents -- like the reps  
4 and certs. So it was kind of a blanket email communication  
5 that we sent through Egnyte to let them know that they needed  
6 to brush up on their proposal or their quote.

7 Q. So when you sent out the contracts that had the initial  
8 maximum rates, the contracts -- did anyone -- did any  
9 interpreter respond with a best and final offer -- oh,  
10 scratch that.

11 Did you send out -- so you -- did you send this out to  
12 more than one person?

13 A. Likely.

14 Q. Okay.

15 A. Yeah.

16 MS. HADDAD: Your Honor, move to admit GC Exhibit 267.

17 MR. ROBERTS: No objection.

18 JUDGE ROSAS: 267 is received.

19 **(General Counsel's Exhibit 267 received in evidence.)**

20 **(General Counsel's Exhibit 268 marked for identification.)**

21 MS. HADDAD: I'd like to introduce what's been marked as  
22 GC Exhibit 268. Move to admit.

23 MR. ROBERTS: Has it been identified, or are you just  
24 asking me to stipulate to it?

25 MS. HADDAD: I'd like you to stipulate.

1 MR. ROBERTS: All right. Well -- no objection.

2 JUDGE ROSAS: 268 is received.

3 **(General Counsel's Exhibit 268 received in evidence.)**

4 MS. HADDAD: For the next series of documents, some of  
5 them I'll be asking to stipulate. I don't think additional  
6 testimony is required. I will be asking additional testimony  
7 when I think the --

8 MR. ROBERTS: Well, I've got two marks at 268. I just  
9 want to make -- and they're different. That's why I want to  
10 make sure. I've got -- the one that I had just looked at is  
11 one from -- that has some redacted stuff at the top.

12 MS. HADDAD: Right, from -- and it's Alia Volz, right?

13 MR. ROBERTS: Yeah. Then I have one that's Mariana  
14 Peterson that's also marked 268. That's -- you're not --

15 MS. HADDAD: I believe that should be -- may I just see  
16 that very quickly? No, that writing is --

17 MS. BRADLEY: Yeah, mine says 268 too.

18 MS. HADDAD: Oh, this is the one I took out. Please --  
19 the one that is marked GC Exhibit 268 -- the second one, for  
20 Mariana Bowles -- I'm -- Mariana Peterson, excuse me -- I'm  
21 going to mark that the last exhibit in this pile, which is --  
22 it will be 291 instead.

23 MR. ROBERTS: And all of these you're -- I'm not -- I  
24 have no difficulty with, you're asking me to look and see if  
25 we can stipulate to. Or --

1 MS. HADDAD: No, not all. Some of them I'm going to ask  
2 for testimony on.

3 MR. ROBERTS: Okay. Well, are there ones you want me  
4 to --

5 MS. HADDAD: Yeah. We can get them all in now. They're  
6 all emails between -- I'll represent they're all emails  
7 between SOSi --

8 MR. ROBERTS: All right. If we could go off, Your  
9 Honor -- if we could have a few minutes off the record.

10 **JUDGE ROSAS: Okay. Let's go off.**

11 **(Off the record from 3:02 p.m. to 3:05 p.m.)**

12 **JUDGE ROSAS: Back on.**

13 MS. HADDAD: Your Honor, move to admit what's been  
14 marked as GC Exhibit 268 through 291 to the record.

15 MR. ROBERTS: No objection.

16 JUDGE ROSAS: 268 was in. So it's 269 through 291.

17 MS. HADDAD: That's correct.

18 JUDGE ROSAS: Those are received in evidence.

19 **(General Counsel's Exhibits 269 through 291 marked for**  
20 **identification and received in evidence.)**

21 MS. HADDAD: Thank you, Your Honor.

22 Q. BY MS. HADDAD: I'd like you to take a look at what's  
23 been marked as GC Exhibit 235. So we're going to continue  
24 going in order in this stack. Some things I can just tell  
25 you to put aside.

1 A. I think these are out of order.

2 MS. HADDAD: Oh, some of them will be out of order  
3 because I'm using them in -- Your Honor, may I approach?

4 JUDGE ROSAS: What's that?

5 MS. HADDAD: May I help her find those?

6 JUDGE ROSAS: Oh, please.

7 THE WITNESS: This one?

8 MS. HADDAD: No, it should be -- oh, I see. So I'm  
9 going to go ahead and put some of these aside. Because we  
10 don't need -- all right. I don't think --

11 MR. LOPEZ: They could be in the other red rubber band  
12 one. Just going through my --

13 MS. HADDAD: No, that's your old one.

14 THE WITNESS: 235?

15 MS. HADDAD: Oh, no -- yes, that's it. That's 235.

16 THE WITNESS: Okay.

17 MS. HADDAD: Thanks. I'm not going to refer to this  
18 again.

19 THE WITNESS: Okay.

20 MS. HADDAD: Can you just turn to the second page --

21 JUDGE ROSAS: Are we on?

22 COURT REPORTER: We're on the record.

23 MR. ROBERTS: And what document are you looking at?

24 MS. HADDAD: This is GC-235. It was -- we didn't put it  
25 in your stack because it was just admitted in the last -- the

1 morning session.

2 MR. ROBERTS: Got you.

3 MS. HADDAD: We ran out of time to make copies.

4 MR. ROBERTS: Can you just tell me what it is, just  
5 so --

6 MS. HADDAD: Sure. It's the modification. It's an  
7 email between DOJIC@SOSi.com to Mariana Peterson, who is an  
8 interpreter. And I believe it was admitted as part of this  
9 stack of documents that was admitted.

10 MR. ROBERTS: All right. I've got it. Thank you.

11 MS. HADDAD: Okay.

12 Q. BY MS. HADDAD: Ms. Hatchette, who is Michael Calo?

13 A. He works for me.

14 Q. And what's his --

15 A. Worked. Sorry.

16 Q. Oh, no --

17 A. Because I used to work there. He used to be an employee  
18 for the -- so technically he didn't report to me. He was on  
19 loan from my director for this program.

20 Q. Okay.

21 A. Yeah.

22 Q. So he was on loan to the procurement department?

23 A. Well, he works for the procurement department. But he  
24 was on loan to DOJ.

25 Q. Okay. The DOJ program?

1 A. Yeah. Yes.

2 Q. Okay. Up at the top, where it says modification 1 -- so  
3 would you -- this appears to be a response to a proposal sent  
4 by this interpreter, Mariana Peterson. And it says option A  
5 does not allow for revisions to the modification. Is option  
6 A -- is that the simple you have permission to extend her  
7 contract?

8 A. Probably not because it refers to the cancellation  
9 notification. So that would be -- option A in this case  
10 would likely be the version where they received a new  
11 statement of work and compensation schedule. So attachment A  
12 and B of their ICA.

13 Q. Okay. So this is stating that the only thing that you  
14 can do for option A is to propose rates.

15 A. Propose rates, yeah.

16 Q. Okay. I'd like to refer you to GC Exhibit 268.

17 A. Yeah.

18 MS. HADDAD: Do you have an extra copy with you?

19 MR. ROBERTS: Yeah.

20 MS. HADDAD: And I just want to point out the date,  
21 August 14th, 2017. Oh, it is -- one moment. Can we go off  
22 the record?

23 JUDGE ROSAS: Sure.

24 (Off the record from 3:11 p.m. to 3:11 p.m.)

25 JUDGE ROSAS: Okay.



1 Q. BY MS. HADDAD: Don't -- I don't mean to go back out of  
2 order. We can talk about this at the end. So I'll just keep  
3 that at the end. I'd like to refer you to what's been marked  
4 as GC Exhibit 264.

5 A. Yeah.

6 Q. It looks like this is a response that you sent -- a  
7 response to GC Exhibit 269. Is that right?

8 A. It may have been the same letter. But I'm not sure. So  
9 there was a group of interpreters from Denver, and I believe  
10 Diana Fletcher is from Denver. And I -- I'm not sure -- I  
11 think Hubert is. Jack Mudry may be. I'm not sure if this is  
12 the Denver letter. So --

13 Q. Okay.

14 A. -- the Denver interpreters sent us a letter. We  
15 received the same letter from all the Denver interpreters.  
16 And my email to Diana was in response to her letter.

17 Q. Okay. I'd like you to turn to the second page of your  
18 response.

19 A. Yeah.

20 Q. And your third paragraph is where it starts. It says  
21 "Regarding the assignment of work orders" -- here, it states  
22 that SOSi won't include a provision against -- you know,  
23 constraining it from de-assigning work orders. Do you know  
24 if such a provision exists in this contract?

25 A. I do not believe there is something -- well, in 3.0

1 that's been ruled out. I don't think there's anything that  
2 talks specifically about how SOSi can de-assign cases. I  
3 know in -- we reviewed it, and I remember seeing the  
4 language. I just can't remember what it said.

5 Q. Okay. And the paragraph next to it, it appears that the  
6 interpreter -- based on this response, it appears the  
7 interpreters requested a 72-hour cancellation notice. And  
8 you state that it can't be done. But there's nothing in the  
9 new modification as far as you are aware that was assigned  
10 between SOSi and the DOJ that prevents against there being a  
11 cancellation notice between interpreters and SOSi. Is that  
12 correct?

13 A. That's correct. I mean, we couldn't do it because it  
14 would literally tank the program.

15 Q. All right. But it was in your discretion, right?

16 A. Absolutely. Yeah.

17 Q. I'd like to refer you to -- actually, no. I'd like you  
18 to look at GC Exhibit 270. This appears to be an email  
19 exchange between you and an interpreter Anna Ocampo Valdez.  
20 And the last two pages is -- it's a response to you. There  
21 must have been a response earlier. This was provided by  
22 SOSi. So in her paragraph response she states, "Dear  
23 Ms. Hatchette, in response to your email that states the  
24 following." And then it looks like there is a copy and  
25 pasted paragraph in a smaller font on page 2 --

1 A. Yeah.

2 Q. Do you -- did you write that paragraph? As far as you  
3 can remember.

4 A. This does not look like -- well, I mean, it could have  
5 been. I don't know.

6 Q. Okay. Well --

7 A. Maybe. I just don't know for certain.

8 Q. Okay. On the first page, when that -- so that would be  
9 your most recent response. You state that you can't make  
10 changes to the terms and conditions that are flow downs from  
11 the prime contract. The cancellation fees are not -- they're  
12 not required flow downs from the prime contract, right?

13 A. So when I say that there's -- so in my position at SOSi,  
14 there are things that I can accept as part of negotiations,  
15 and there are things that I cannot accept.

16 Q. Right.

17 A. Whether the flow downs are directly prescribed in the  
18 clause or whether the Company has determined to flow them  
19 down, once that template is set -- there is some leverage I  
20 have and some that I don't.

21 Q. Okay.

22 A. And so when I am responding to interpreters, when I say  
23 that we can't negotiate certain sections, it's already been  
24 determined by management that they have to stay in there.

25 Q. Okay. And the distinction, however, was not explained

1 to interpreters, as far as you know. Is that right?

2 A. No. I mean, I don't think we've ever had a class on  
3 flow downs for them.

4 Q. Okay. You testified earlier that you don't know the new  
5 contract and that -- the new modification 4 that well, the  
6 one between SOSi and the DOJ.

7 A. I haven't personally read the modification. So what I  
8 know of it is based on what I've been briefed in meetings.  
9 But because I'm not the contracts administrator, and the last  
10 time I checked the share drive, she didn't have it uploaded  
11 to the contract --

12 Q. Okay.

13 A. -- file, I haven't read it in its entirety. So I --

14 Q. Well, in meetings, has anyone told you that the new  
15 contract, which was signed in July 2017 to go into effect  
16 September 1st, 2017, that it now provides for a 48-hour  
17 cancellation policy? Between DOJ and SOSi, so DOJ will now  
18 reimburse SOSi.

19 A. I don't remember that being one of the details that --  
20 we talked mostly about rates, and we talked mostly about the  
21 removal of liquidated damages.

22 Q. Okay.

23 A. If we maintain a certain percentage of fill rate.

24 Q. Okay. So this email exchange for -- between Anna Ocampo  
25 Valdez and DOJ IC and yourself, I'm sorry, dated August 16th,

1 2017 -- this is for a new contract that would be established  
2 during the modification -- the new modification year. Is  
3 that right?

4 A. Yes.

5 Q. I'd like to refer you to the bottom -- what's been  
6 marked as GC Exhibit 271. So this -- it starts out as an  
7 email exchange between Michael Calo and -- so we can work  
8 backwards, if you go to page 7. It's Michael Calo and this  
9 interpreter named Susan.

10 A. Uh-huh.

11 Q. And then eventually I think you weigh in. But in  
12 this -- on page 7, he states that any modifications to the  
13 language in the contract will not be permitted. So  
14 presumably -- I mean, we don't have her modification that she  
15 submitted, but presumably she tried to change a language. So  
16 at this point, SOSi is not permitting any redlines or any  
17 changes to the language of the modifications. Is that right?

18 A. So I don't know what she submitted. I don't know if  
19 it's just the modifications to the language that was  
20 considered a flow down and that we wouldn't change or if it  
21 was specifically related to other parts of the language.  
22 With the modifications, what makes it unique is that we only  
23 were modifying attachment A, which was the statement of work,  
24 which we have our -- in our sole discretion, we have to  
25 determine the statement of work and the way that we pay

1 interpreters, which was supposed to be in line with how we  
2 were going to administer the program. So I'd have to see --  
3 you know, without having redlines and seeing what she was  
4 requesting to change and knowing that there's not a lot to  
5 change in those two attachments -- that can really easily be  
6 changed --

7 Q. Okay.

8 A. I can't really go into too many details on that.

9 Q. Okay. And will you turn to page -- so the rest of the  
10 document -- there's some back and forth, and I think -- if  
11 you could just refresh your memory and read a little bit,  
12 because I just have a question.

13 A. It looks like she's just looking for rate negotiations.

14 Q. In this, she compares herself to another interpreter.

15 A. Right.

16 Q. And so on page 1 at the bottom you state that -- you  
17 suggest that she -- you should ask to see this other  
18 interpreter's current contract because the -- it appears that  
19 the rate that is being quoted to you by -- over email is  
20 wrong. So is that right?

21 A. Yeah.

22 Q. But haven't you previously told interpreters that they  
23 cannot discuss their contract rates with each other?

24 A. So yeah. So the problem that we have been running into  
25 with the interpreters is that they'll often use market

1 research, which is other interpreters' rates, as  
2 justification for their old rates. And when I check the  
3 database, in every single instance, the interpreter either  
4 lied about their rates, and so I can't -- so part of my job  
5 as a subcontracts administrator is to determine if the rates  
6 are fair and reasonable. And the FAR actually outlines seven  
7 different price analysis techniques that I can use and make a  
8 determination if the rates are fair and reasonable. And so I  
9 can use previously proposed or paid prices to similar  
10 interpreters doing similar work as justification to go to  
11 Charles O'Brien and Max and -- who is in finance and, you  
12 know, provide an argument for giving them a higher rate. But  
13 in many cases, the interpreters are lying to each other about  
14 the rates that they're having. And when I check the system,  
15 I see that it's not actually the case. So the problem is  
16 that Susan is trying to provide something as evidence, and I  
17 can't use it. And, you know, they don't believe me. And I'm  
18 just telling them, well, if you want to provide evidence, you  
19 need to give me evidence and check this yourself. Because  
20 when I'm looking in the system, I can't use that as  
21 justification for a higher rate because it's not true.

22 Q. Okay. When you said FAR, is that the Federal  
23 Acquisitions Regulations?

24 A. Yeah. Sorry. Yeah.

25 Q. No problem.

1 A. Yeah, 15.404 is the --

2 Q. In your discussions about the new modification between  
3 the DOJ and SOSi, was there any discussion about the fact  
4 that there is no longer a distinction in the DOJ's contract  
5 with SOSi between common and uncommon languages?

6 A. I do not remember that. I remember we were going to  
7 have a classification for exotic, and we decided to remove  
8 that. And I remember the program manager saying, well,  
9 exotic is not -- or, sorry, no, it wasn't OB. It was Max.  
10 Saying that exotic wasn't in the prime contract, so it didn't  
11 make sense to include it in the mods. But I didn't see -- I  
12 didn't visually see the current labor categories in mod 4.

13 Q. Okay. So -- but it was explained that there was no  
14 longer going to be a distinction between what's considered  
15 common languages and what's considered exotic or uncommon?

16 A. I don't remember. I mean, OB might have said it in a  
17 meeting and I just didn't-- oh, sorry. When I say OB, it's  
18 Charles O'Brien.

19 Q. Okay.

20 A. That's what we call him.

21 Q. Okay.

22 A. Yeah.

23 Q. Charles O'Brien, who is -- oh, was there --

24 MR. ROBERTS: No, we --

25 THE WITNESS: Yeah.



- 1 Q. BY MS. HADDAD: Okay. So --
- 2 A. This -- the modifications were vetted through legal and
- 3 contracts, tiering up to legal. So I don't -- I didn't
- 4 really have any input in that.
- 5 Q. The extent -- the modifications extensions, you mean, or
- 6 the -- between the prime contracts?
- 7 A. The modification extensions that went out to the
- 8 interpreters.
- 9 Q. Okay. I'd like to refer you to what's been marked as GC
- 10 Exhibit 265. It's further down in the packet in a -- it's
- 11 after 282.
- 12 A. Okay.
- 13 Q. So this is an email between Amber and an interpreter
- 14 named Philip Rosen. What's Amber's last name?
- 15 A. I don't remember. Sorry. She's a temp.
- 16 Q. Oh, that's -- but she -- was she authorized to
- 17 negotiate --
- 18 A. Yeah, she's a temp. She's authorized to negotiate, not
- 19 sign.
- 20 Q. Okay.
- 21 A. Yeah.
- 22 Q. And for the record, to negotiate contracts between
- 23 interpreters and SOSi, correct?
- 24 A. Yes.
- 25 Q. Okay. Is it -- all right. Thank you. And similarly --

1 A. Oh, I think it's Amber Gardia -- Gardina (ph.). Sorry.

2 Q. Okay. Thank you.

3 A. Yeah.

4 Q. I'd like to refer you to GC Exhibit 284.

5 A. Okay.

6 Q. Who is Jon?

7 A. Jon Malley (ph.).

8 Q. Is he a temp as well?

9 A. He is a full-time employee now.

10 Q. Okay.

11 A. At the time --

12 Q. May 19th, 2017.

13 A. -- May 19th, he may still have been a temp. But he has

14 been recently transitioned to a full-time employee.

15 Q. Okay. And so as a temp, did he also have the authority

16 to negotiate contracts between SOSi and the interpreters?

17 A. Yes.

18 Q. I'd like to refer you to what's been marked as GC

19 Exhibit 285. This is an email from Tristan. Who is Tristan?

20 A. He's a temp. He may or may not be at SOSi any longer.

21 I know he put in his notice after I left.

22 Q. Okay. Is this body of the email a response to an

23 interpreter's proposal? That says Option A - Modification 1?

24 Is that a standard form -- a standard response?

25 A. Sorry. I'm looking for 285.

1 Q. Oh, sorry.

2 A. I don't see it.

3 Q. I'll give you my copy.

4 A. Okay. Yeah, that's a standard response.

5 Q. So he didn't type that language that says "Option A -

6 Modification 1." I mean, he might have typed it, but he

7 didn't create -- he didn't come up with that.

8 A. He probably cut and pasted it. Yeah.

9 Q. And it's the same for annual compliance, representations

10 and certificates too.

11 A. Yeah. This is a standard template that we used for a

12 lot of our interpreters.

13 Q. Okay.

14 A. As a response.

15 Q. Okay. Thanks.

16 A. Oh, it's marked as 288 in my packet.

17 Q. Oh, please ignore that. I apologize.

18 A. Okay.

19 Q. We were marking in a hurry.

20 A. Okay.

21 Q. So I'd like to refer you to what's been marked as GC

22 Exhibit 215. I know it's out of --

23 A. Yeah.

24 Q. It's already admitted. I apologize for the quality of

25 the printing. Who is Steven Kissinger?

1 A. He's a new employee to the department. He started about  
2 3½ months ago.

3 Q. So he has the authority to negotiate contracts and enter  
4 into contracts.

5 A. Yes. Yeah.

6 Q. On behalf of SOSi.

7 A. He's the most experienced person on my team.

8 Q. Okay.

9 A. Yeah.

10 Q. And on -- this is a back and forth we don't really need  
11 to go through, but on the first page in the bottom paragraph,  
12 about four lines down -- or two lines down is -- he says,  
13 "When I looked at the upload as a whole, it appeared to me  
14 that you were proposing new flat rates, and I sent you the  
15 standard response for new flat rates." Is that standard  
16 response on page 4?

17 A. Yeah. I mean, it's not a standard response for our  
18 group. It's Steven's standard response.

19 Q. Okay.

20 A. So just --

21 Q. On behalf of SOSi, though?

22 A. Yeah. It's just a -- it's like a canned response, just  
23 explaining what we need from them. As a reminder, when they  
24 haven't submitted anything at all.

25 Q. Or when they submit flat rates.

- 1 A. Right.
- 2 Q. Okay. Thank you.
- 3 A. Yeah. This was a reminder because it looks like --
- 4 Q. No, that's fine. There's no question asked. Thank you.
- 5 A. Okay.
- 6 Q. And I'd like to refer you to the last document, which
- 7 has been marked GC Exhibit 291. I don't believe modification
- 8 7 was produced. What is modification 7? Is it, is it a
- 9 version of modification 6?
- 10 A. Right. Remember when I explained that lots of
- 11 interpreters were on different modifications, depending on --
- 12 Q. Yeah.
- 13 A. -- the contract that they had and when their period of
- 14 performance expired. Some of the people that got the option
- 15 A or B at the end of -- like, around July, August time frame,
- 16 some people were going to be on mod 7, some people on mod 6,
- 17 some people on mod 1, some people on mod 3 or 4. It depended
- 18 on what group they were in and how many mods they had
- 19 received.
- 20 Q. Okay.
- 21 A. What ICA version they had. So mod 7 would be probably
- 22 very similar to -- you know how we -- I showed you that
- 23 somebody was in group 1B. This person was in a group -- she
- 24 was either over or under the standard rates.
- 25 Q. Okay.

1 A. And she was one of the people that received a mod 7.

2 Q. Okay.

3 A. Does that make sense?

4 Q. Yes.

5 A. Yeah.

6 Q. So here no modification -- this is set by Michael Calo.

7 In that first paragraph, under the title Modification 7, it

8 again cites to the reason that certain things can't be

9 accepted are because of flow down clauses between the DOJ and

10 SOSi. Does anything in the DOJ contract prohibit

11 individually negotiated travel rates? Yes or no.

12 A. No.

13 MS. HADDAD: Okay. Thank you.

14 Your Honor, nothing further.

15 JUDGE ROSAS: Okay. Charging Party?

16 MS. BRADLEY: Nothing from the Charging Party at this

17 time, Your Honor.

18 MR. ROBERTS: Can I have 15 minutes, Your Honor, to --

19 **JUDGE ROSAS: Sure. Off the record.**

20 **(Off the record from 3:40 p.m. to 3:56 p.m.)**

21 JUDGE ROSAS: Respondent, cross.

22 MR. ROBERTS: Your Honor, with your permission, I'd like

23 to take her as my own witness in combination with the cross.

24 JUDGE ROSAS: Okay.

25 MR. ROBERTS: So that we don't have to recall her.

1

**CROSS-EXAMINATION**

2

Q. BY MR. ROBERTS: Ms. Hatchette, I know we -- you

3

testified that you, I believe, started at SOSi in September

4

of 2015. Can you tell us a little bit about your background

5

prior to coming to SOSi?

6

A. Yes. So I've been doing government contracts for, I

7

mean, 15 years at that point. So pretty much my entire adult

8

life. I was a certified federal contracts manager. I had

9

taken a \$1.3 billion company through a contractor's

10

purchasing system review, which is a major -- it is the

11

government purchasing system review that's done by DCMA.

12

I've worked for companies like BAE, Serco, CH2M Hill, which

13

is the biggest company nobody has ever heard of because it's

14

an employee-owned company, just purchased by Jacobs, and I've

15

done everything from buying and subcontracts administration,

16

and I was a vice president of operations and corporate

17

development with a company that just does consulting --

18

procurement system consulting.

19

Q. Okay.

20

A. So --

21

Q. And when you were hired by SOSi, were you given any

22

direction or guidance as to what -- why you were being hired

23

or what role you were supposed to be filling?

24

A. Yes. So in my interview -- I was interviewed by Craig

25

Brown. I knew him from Serco. I actually took his position

1 when he left at Serco, and I worked with him at CH2M Hill.  
2 And SOSi wanted to have a certified purchasing system review  
3 performed by DCMA. They were trying to implement a system.  
4 And he knew that I was a subject matter expert in that area.  
5 And he also knew that I was an excellent subcontracts  
6 administrator because we had worked together at two different  
7 companies. I had worked as a peer with him at CH2M Hill, and  
8 then I worked for him at Serco. And we had just -- Serco had  
9 just -- sorry, SOSi had just won the DOJ contract, and they  
10 needed to ramp that up, get all the subcontractors negotiated  
11 and on board to kick off the program.

12 Q. And when you were hired, were you hired specifically  
13 with regard to the DOJ contract? Or did you have broader  
14 responsibilities?

15 A. So the DOJ contract is what gave SOSi the funding to  
16 bring on a full-time person. But I had broader  
17 responsibilities, and that was the implementation of the  
18 purchasing system. And to support any other of the intel  
19 programs from a subcontracts and purchasing perspective.

20 Q. And the subcontracting program as it existed at the time  
21 you came, how would you describe the state of that program?

22 A. It was pretty basic. We didn't have a fully functional  
23 procurement manual. Like, I -- that's our book of rules.  
24 The procurement manual is something that's usually vetted by  
25 the Defense Contract Management Agency, DCMA, and the



1 administrative contracting officer, the ACO. And so that  
2 wasn't rolled out at SOSi yet. They had it in draft. We had  
3 draft forms and templates at the time. So it was in its  
4 infancy stages. But it had yet to be developed.

5 Q. And the term "procurement," can you explain maybe  
6 exactly what that means?

7 A. So when I say procurement, it's any of the buy side of  
8 contracting. So when I say contracts, I'm talking about the  
9 sell side of contracting, where SOSi is selling their work to  
10 a client. And procurement is anything where you're buying  
11 goods or services.

12 Q. Okay. So at -- you said at the time that you came --  
13 you initially, I believe your testimony was, did not have a  
14 responsibility for the -- what I'll refer to as the  
15 independent contractors.

16 A. Right.

17 Q. And so -- but you mentioned -- I think you testified to  
18 having 14 contracts. Is it --

19 A. Fourteen subcontracts.

20 Q. And --

21 A. Yeah. So when we submitted our proposal to the  
22 Department of Justice, we had teaming agreements with, like,  
23 about 14 very large subcontractors. And originally, all of  
24 the independent contractor interpreters were going to go  
25 through those subcontractors.

1 Q. So the initial intent was to use larger kind of  
2 corporate subcontractors who would then in turn contract with  
3 them independent -- or hire, as they --

4 A. Yeah. So we had them separated by region. So there was  
5 a company called Metlang that was going to have the Southern  
6 California region. And so all the interpreters would run  
7 through those. We would take the batch of cases. So in our  
8 minds, we thought that we'd take all the cases, distribute  
9 them to all the large subcontractors, and they would  
10 coordinate with the independent contractor interpreters.

11 MS. HADDAD: Objection to characterization of  
12 interpreters being independent contractors. That's what's at  
13 issue here, Your Honor.

14 JUDGE ROSAS: So --

15 MR. ROBERTS: You referred to them as employees  
16 repeatedly throughout this --

17 JUDGE ROSAS: So --

18 MS. HADDAD: I don't believe so. I believe I'm  
19 referring to them as interpreters.

20 JUDGE ROSAS: You know, it's a monumental battle over  
21 terminology, right. In more ways than one. Can we agree on  
22 a common denominator -- or numerator for --

23 MS. HADDAD: How about interpreters?

24 MS. BRADLEY: Interpreters.

25 JUDGE ROSAS: Denomination, rather, for people who are

1 being paid -- interpreters who are being paid by SOSi to  
2 perform work at the Immigration Courts.

3 MS. HADDAD: I'm fine with referring to them as  
4 interpreters, Your Honor. I've been trying to do so  
5 throughout.

6 JUDGE ROSAS: You say they're employees. You say that  
7 they're independent contractors. It's not safe to say that  
8 they're employees. That's not -- that's usually an  
9 acceptable general terminology for encompassing employees,  
10 but I understand in this context it's probably dangerous,  
11 right? Although it's not ultimately dangerous in my  
12 calculations because there's no prejudice in what these  
13 witnesses are saying. It's -- if that's what's etched in her  
14 mind, I don't think finding -- that's what's etched in her  
15 mind. None of that is conclusive and binding on me. It's  
16 going to be an evaluation of all 13 factors under the --  
17 right? So can you guys agree on something?

18 MS. HADDAD: I can call them interpreters.

19 MR. ROBERTS: Well --

20 MS. HADDAD: I'm happy to do that.

21 MR. ROBERTS: And I have -- I don't think I've -- I  
22 think I've asked the question in terms of interpreters.

23 JUDGE ROSAS: Yeah. Yeah.

24 MR. ROBERTS: But I will note that --

25 JUDGE ROSAS: Again, that's fine. You just --

1 MR. ROBERTS: I will note that many interpreters  
2 referred to themselves as employees repeatedly. And I did  
3 not raise any objection, knowing that it carries no weight.

4 JUDGE ROSAS: And no -- you know, and --

5 MS. HADDAD: No. I was objecting to your  
6 characterization.

7 JUDGE ROSAS: And, you know, and again, you know,  
8 conversely, persons that are referred to on the GC's case as  
9 employees -- again, that's not ultimately determinative. I  
10 mean, all of these things are factors that I'll take into  
11 account. But, you know, the witness will testify as she  
12 wishes, and I'll -- you know, and I'll absorb the answer.  
13 And --

14 MS. HADDAD: That's fair, Your Honor. I was --

15 JUDGE ROSAS: -- see where it goes.

16 MS. HADDAD: I was objecting to Respondent's  
17 characterizations.

18 JUDGE ROSAS: I mean -- oh.

19 MS. HADDAD: Respondent's counsel.

20 JUDGE ROSAS: You know -- yeah, let --

21 MR. ROBERTS: Very well. Let -- I see no reason to beat  
22 a dead horse. I mean, I'll try to use the term  
23 "interpreter."

24 JUDGE ROSAS: -- you know, it's --

25 MR. ROBERTS: But --

1 JUDGE ROSAS: -- it almost -- it really doesn't matter  
2 in this context. But that's fine, you know. I don't have a  
3 problem if he uses the term independent contractor, employee,  
4 or interpreter. So go ahead.

5 Q. BY MR. ROBERTS: Ms. Hatchette, when you were -- so just  
6 kind of lost trail there, but you were saying, I believe,  
7 that originally you had these 14 corporate entities that were  
8 going to do whatever they did -- they were going to be the  
9 ones actually supplying the interpreters. Is that right?

10 A. Yes.

11 Q. And you mentioned Metlang. Were there some other --

12 A. Yeah. We had Lidos, GBR, LanguageLine Associates, GLC,  
13 Exotic Languages out of California. I can't remember off the  
14 top of my head. I closed them out over a year ago.

15 Q. Okay. And what happened to those negotiations with  
16 those companies?

17 A. They were successful. We negotiated all but maybe two  
18 of the agreements successfully. And we funded them with the  
19 intention of using them. But we didn't have the training and  
20 testing piece to qualify interpreters set up yet. So we  
21 couldn't -- we never got to use them because by the time we  
22 got Southern California School of Interpretation set up, the  
23 subcontract agreements had already expired. We had already  
24 offered contracts, the ICAs to the interpreters. And so it  
25 was kind of overcome by events.

1 Q. Now, you mentioned in your testimony -- we heard the  
2 term flow downs, and it appeared that it was used in several  
3 different fashions. So I want to make sure that the record  
4 is clear. You mentioned the FARs, and that's the Federal  
5 Acquisition Regulations.

6 A. Yes.

7 Q. And, in general, what are the FARs?

8 A. Well, so the FAR is C.F.R. 48. It's the book that the  
9 government uses to acquire goods and services. And there's a  
10 section in there, 52, that has clauses and provisions that  
11 are included in both a solicitation and in a contract. And  
12 flow downs are not always from the FAR, though. Sometimes  
13 flow downs come in Section H of the contract, which is the  
14 special clauses. Sometimes flow downs come from the  
15 statement of work. But the FAR is where we get a bulk of the  
16 flow downs.

17 Q. All right. Let's talk right now about the FAR flow  
18 downs.

19 A. Yeah.

20 Q. How many are we talking about in general? Are we  
21 talking about more than 100? Less than 100?

22 A. In our prime contract?

23 Q. No, the -- well, let me rephrase that. In terms of  
24 your -- like when you're working out subcontracts -- when you  
25 were trying to subcontract with Metlang and other companies.

1 A. Yeah.

2 Q. Were there flow downs in those contracts?

3 A. Yeah. They were very extensive.

4 Q. And in terms of the FARs, do they distinguish between --  
5 in terms of what has to be flowed down, based on size? What  
6 are the parameters of the flow downs?

7 A. Some of the flow downs -- so CAS, the cost accounting  
8 standards, that flow down is based on award value of the  
9 contract. The Truth in Negotiations Act, or Truthful  
10 Negotiations, whatever it's called these days -- they changed  
11 the name about a year ago -- that's based on dollar value.  
12 There are some clauses that are related to equal opportunity.  
13 Those are usually related to number of employees that a  
14 contractor has. So there's another one -- the pre-award  
15 clearance audit. That has a dollar value. Sometimes it's  
16 based on the type of work that's done. Like, so, based on  
17 the statement of work. Obviously, I wouldn't flow down  
18 clauses related to delivery of materials if the services  
19 being provided have nothing to do with materials. So it just  
20 depends on the nature of the prime contract and then what the  
21 subcontracts are for.

22 Q. And are sole proprietors -- when you're contracting with  
23 a sole proprietor, are they exempt from the flow downs?

24 A. No. They actually -- the definition of subcontractor in  
25 FAR part 44 is actually very broad. And it says a

1 subcontractor is any vendor or supplier or distributor,  
2 whether they have a PO or a contract, in accordance with the  
3 definitions in FAR part 2. The definition section of the FAR  
4 is FAR part 2. So it's very broad. Sole proprietorships are  
5 considered subcontractors.

6 Q. And you testified, I believe, that at some point you had  
7 a -- were informed by somebody, I don't remember who, with  
8 the government that these interpreters would be viewed as  
9 subcontractors.

10 A. Yes. It came from the contracting officer. I think her  
11 name was Pam.

12 Q. And when you were advised of that, what did that -- what  
13 significance does that have to you?

14 A. It told me what the requirements were for -- I mean, it  
15 just validated the documentation requirements for the file.

16 Q. Okay. Now, you said -- what are some of the types --  
17 you don't have to list them all, but some of the types of  
18 flow downs that would be -- from the FARs that would be  
19 applicable to a sole -- the sole interpreters, as  
20 contractors?

21 A. So we usually ask them to certify their business size.  
22 Anti-Kickback Act. Debarment cert. I think there's some EEO  
23 things that we would throw in there that don't have any  
24 carve-outs for employee size or price. Just off the top of  
25 my head, that's what I can think of right now.



1 Q. You mentioned there are also certain things that are  
2 prime contract flow downs. And those would be things -- what  
3 are those?

4 A. A prime contract flow down is anything that's found in  
5 SOSi's prime contract that is either prescribed to be flown  
6 down or is being flown down at SOSi's discretion.

7 Q. Okay. So you've described two types -- two subtypes, I  
8 would say there.

9 A. Yeah.

10 Q. One is -- are there some that are actually mandated --

11 A. Yes.

12 Q. -- expressly by the contract?

13 A. Yes.

14 Q. And I'm not going to ask you to look at it, but do you  
15 recall any specific ones that were mandated by the contract  
16 between SOSi and the government?

17 A. The debarment cert, for instance. And there's another  
18 cert that you can't be a convicted felon. You can't have  
19 unpaid tax liability. Those are things that are -- that you  
20 have to flow down.

21 Q. And those are things that we could look at the contract,  
22 and there would be language in the contract expressly stating  
23 that they were being flowed down.

24 A. Yeah. It might not be in full text. So a lot of times  
25 in Section I, what the government does is they list the title

1 of the clause, and they'll put a paragraph in there that says  
2 the reference to this clause is considered in full text when  
3 you're reading it. So oftentimes you have to go back to the  
4 FAR and actually read the entire clause to determine the  
5 prescription and make the determination of whether or not it  
6 applies.

7 Q. If you -- I don't know, does she have a Joint Exhibit  
8 1(a) up there?

9 A. Yeah.

10 Q. And I'm not going to ask you to go through everything,  
11 but can you look at that? Are you able to look at that and  
12 rather quickly find any -- at least some examples of flow  
13 downs?

14 A. I mean, there are some of these that we didn't flow down  
15 in the interpreter agreements that should have been. But I  
16 don't need to get into that.

17 Q. Okay. But like, looking at page 18 of Joint Exhibit  
18 1 -- and I'm not talking just about the interpreters, but in  
19 general about flow downs to any contractors. There's  
20 something that says clauses incorporated by reference. I  
21 guess, does that have anything to do with this? And --

22 A. Well, what I'm looking at is JX53. Which is Section I  
23 of the contract, the clauses incorporated by reference. This  
24 is where most of the clauses are found in the contract. It  
25 says, "This contract incorporates the following clauses from

1 the FAR by reference with the same force and effect as if  
2 they were given in full text. The full text of the clause  
3 may be accessed electronically at this address." And then it  
4 has acquisition.gov as the web address.

5 Q. All right.

6 A. It's page 48 of the contract.

7 Q. Okay. I thought you said 53, so --

8 A. Oh, well, it's JX000053.

9 Q. Okay. And so it's page 48, where it says Section I,  
10 Contract Clauses.

11 A. Yeah.

12 Q. And so all of these clause numbers, are those references  
13 to FAR --

14 A. Yes.

15 Q. -- numbers? And so all of these would be incorporated  
16 into the government contract with SOSi?

17 A. So these are incorporated into the government contract  
18 with SOSi. Yes.

19 Q. Now, you said that some would not be applicable to small  
20 or sole proprietors.

21 A. Right. Like, for instance, there's a FAR clause related  
22 to small business contracting plan, 52.219-9. That would not  
23 be required for small businesses. All right. That's a  
24 requirement for large businesses. And when I'm going through  
25 these and making sure -- you know, determining what gets

1 flowed down to the subs, I would be looking at -- there's so  
2 many different factors that you determine. You know, you're  
3 looking at the total of org value. You're looking at the  
4 statement of work. You're looking at the size of the  
5 company, where they're working, what -- and then you kind of  
6 make a determination -- how many employees they have. And  
7 from that, you make the determination of whether or not the  
8 FAR clause applies.

9 Q. Looking at that same page -- that Section I, page 48,  
10 there's one that says 52.203-13, Contractor Code of Business  
11 Ethics and Conduct.

12 A. Yes.

13 Q. Can you explain what that is and how it applies or  
14 doesn't apply?

15 A. So I think there's a dollar value associated with this.  
16 Basically, the Government has an expectation that SOSI is  
17 going to have a code of ethics or business conduct for the  
18 company by which everybody needs to comply. And there are  
19 specific qualities that have to be in there for it to be  
20 compliant. And this is something that we would flow down to  
21 our subcontractors, if they meet certain conditions. And  
22 that condition would be based on the prescription in the FAR.  
23 So the prescription may not be in the clause. It may be in -  
24 - so there's like 52 sections in the FAR. There's Section 1  
25 through 5, and then 52 is all the clauses. 1 through 51

1 basically tells you how to do the job, and in 1 through 51 it  
2 will go through different details, like in FAR part 3 it  
3 talks about business ethics, codes of conduct, and it would  
4 say to the contracting officer, if this is a type of service  
5 that's being performed, then include 52.203-13 in the prime  
6 contract, right? And then we would use that as an indication  
7 for what we do with the subcontractor. So if the  
8 prescription is \$7 million, we would flow it down to the  
9 subs. In my previous life, we only required this for large  
10 subcontractors that were doing a lot of work because of the  
11 dollar value. We gave them an option of either adopting ours  
12 or providing theirs, and we would bind that as part of their  
13 contract.

14 Q. Okay. The record reflects that a -- that with the  
15 interpreters, that the initial contracts included an  
16 attachment that was the code of business ethics. Did that  
17 ever change at some point in time?

18 A. It did, yeah.

19 Q. And when did it change?

20 A. It changed around -- I think it was a couple months  
21 after I started working on the project, after I took over the  
22 administration of interpreters.

23 Q. And were you involved -- and what changed? How did it  
24 change?

25 A. We decided to remove the requirement for the code of

1 business ethics completely from the interpreter package.

2 Q. And what was the -- were you involved in that decision?

3 A. I was.

4 Q. And what was the basis for that decision?

5 A. In my opinion, it didn't apply to them because of what  
6 they were doing and what the requirements were of the clause.  
7 So when I -- if you let me explain for a second.

8 Q. Sure.

9 A. When I took over, I mean, it was -- we were just  
10 drinking from a fire hose. We had so much work, and it was  
11 me and one other person. And I was trying to keep business  
12 moving and bringing interpreters in the door while  
13 simultaneously making sure that we updated our process to be  
14 compliant, because I was kind of wearing those two hats. One  
15 is to develop the purchasing system to get it to where it  
16 needs to be and have compliant procurement files. And the  
17 other is to keep business moving. So as I was reviewing  
18 elements of the process, I would exclude or change things to  
19 bring it up to where it needed to be.

20 Q. And was one of those things the code of business ethics?

21 A. Yes.

22 Q. And was it in fact -- at some point, did it cease to be  
23 included in the -- any of the contracts that were being sent  
24 out?

25 A. Yeah. There was a point where we removed the

1 requirement entirely. The problem is people -- they were  
2 doing everything that they thought they were supposed to do.  
3 It's just the people who originally came up with the  
4 agreements and the process and the attachments didn't have  
5 the knowledge of subcontracts. And I think they just -- we  
6 call it kitchen sinking it, when you sink the contract with  
7 everything rather than look at what's really applicable based  
8 on analysis of the work being performed.

9 Q. All right. So we've talked about the FAR flow downs and  
10 the prime contract flow downs. You mentioned there are some  
11 that are discretionary, and by that -- can you explain,  
12 they're discretionary in what sense?

13 A. I mean, there are some FAR clauses that don't  
14 specifically say they need to be included. But the  
15 procurement manual says that they have to be included because  
16 DCMA's expectation is that -- because we have to be like  
17 contracting officers, right? The government is expecting  
18 that anybody who is spending federal government money, even  
19 though the FAR doesn't apply to us, we still have to do FAR-  
20 like practices. So there are usually things that the  
21 government will tell us to do that are not necessarily  
22 prescribed directly in the clause. But in order to have an  
23 approved purchasing system, we have to do it.

24 Q. Okay. You -- but are there things -- let me give a  
25 hypothetical. Just hypothetically, if -- and this may not

1 match reality at all, but hypothetically if your contract  
2 with the government said that you would be reimbursed \$60 per  
3 hour for interpreters, are there things that -- do you  
4 consider it a flow down that you not pay \$70 an hour to an  
5 interpreter?

6 A. So my responsibility as a subcontracts person is very  
7 complex. I have to be an advocate for small businesses. I  
8 have to be an advocate for -- I have the fiduciary  
9 responsibility of how the government spends their money. And  
10 I have to keep the contract afloat. And so I know as a  
11 subcontracts administrator that the rates that I pay  
12 interpreters would have to be -- or all my subcontractors  
13 have to be fair and reasonable based on well-established  
14 market rates that have been sold, leased or offered, or --  
15 you know, there has to be concrete evidence that these rates  
16 have been paid, so whether looking at market rates or  
17 whatever.

18 Q. Is that just based on your personal preference, or is --

19 A. No, this is -- so FAR Part 15, which is contract by  
20 negotiation -- 15.404 talks about price analysis techniques,  
21 called proposal analysis techniques. There are seven  
22 techniques that the FAR gives us, as subcontracts  
23 administrators and them as contracting officers, to establish  
24 that a price is fair and reasonable. The first is aggregate  
25 price competition, and then it -- that's the most -- that's



1 the best one. And then you can go down. You can look at  
2 historical pricing. You can use cost of pricing data, other  
3 than cost of pricing data. You can do yardstick estimates.  
4 It -- parametric estimates. It really depends on what you're  
5 buying. So --

6 Q. What does competing -- or you said something about  
7 competing --

8 A. Adequate price competition. It's a --

9 Q. Okay. What does that mean?

10 A. It's defined in the FAR by two or more offices competing  
11 independently for the same piece of work.

12 Q. And what's your understanding of the purpose of that?

13 A. It's to allow the market to come up with a price that's  
14 fair and reasonable.

15 Q. Okay. Okay. And with regard to --

16 A. I'm sorry, I didn't think I answered your question.

17 Q. Okay. Go ahead.

18 A. So --

19 Q. Yeah, I interrupted.

20 A. So we go through that because I'm required to -- from a  
21 subcontracts perspective, make sure that SOSi can continue to  
22 perform on the contract. If SOSi is bleeding money because  
23 the subcontractor rates exceed the prime contract rates, then  
24 I'm a failure for the government, right? The government  
25 wants us to continue to perform. It's so expensive -- it

1 would cost them millions and millions of dollars to have to  
2 re-procure this. So I have the responsibility of using the  
3 tools in my toolkit to make sure that the prices -- so, first  
4 of all, the government has established that those prices in  
5 the prime contract are fair and reasonable because they were  
6 gained through adequate price competition. The contracting  
7 officer has already done a price analysis at the prime  
8 contract level. So the rates in the prime contract have been  
9 determined to be fair and reasonable. And then I need to  
10 make sure at my level that I perform that same analysis. So  
11 when I consider the rates part of a flow down, it's that I  
12 can't allow the contract to go negative because then SOSi  
13 won't be able to perform, and at the end of the day the  
14 government cannot do its job with the people that need  
15 interpreters --

16 Q. Okay.

17 A. -- in the centers. Yeah.

18 Q. All right. Thank you. I don't know if you -- I think  
19 you have it in front of you, Joint Counsel's Exhibit 180.  
20 It's an annual compliance representations and certifications.

21 A. Where is it?

22 MR. ROBERTS: May I -- Your Honor, may I just show it to  
23 her?

24 THE WITNESS: Okay. Oh, okay.

25 Q. BY MR. ROBERTS: Is that -- do you have that here? It

- 1 would not be in the Joint Exhibits.
- 2 A. I have it burned in my mind. It's okay.
- 3 Q. Okay. But this one has some --
- 4 A. My comments?
- 5 Q. Okay.
- 6 A. Yeah.
- 7 Q. All right. Now, that's -- I'm going to ask you about --
- 8 A. Yeah, I remember that one.
- 9 Q. All right. I want to -- and this is General Counsel --
- 10 and if you need to look at it, let me know.
- 11 A. I will.
- 12 Q. But --
- 13 A. Okay.
- 14 Q. -- my questions are more general than specific. What
- 15 are compliance representations and certifications?
- 16 A. They originally come from Section K of the prime
- 17 contract. And there's -- in the FAR, there are things that
- 18 are generally grouped together and called representations and
- 19 certification because you either represent that something is
- 20 true or not true, or you certify something is true or not
- 21 true. They are normally related to public laws and executive
- 22 orders.
- 23 Q. Okay. And what are you -- are they required?
- 24 A. Yes.
- 25 Q. I mean, even for sole proprietors?

1 A. Yeah. They're -- well, I mean there are some things,  
2 like cost accounting standards, that is normally a  
3 certification. But that doesn't kick in until -- I think the  
4 threshold is 850,000. So there's some reps and certs that I  
5 did not flow down to interpreters because I knew that it  
6 would be onerous and it would never kick in.

7 Q. Okay. And I -- just like -- so the ones that -- the  
8 General Counsel's 180, those are one that you deemed  
9 applicable to the interpreters?

10 A. Yes.

11 Q. And there many other -- for example, you mentioned  
12 Metlang and GBR and some other -- would they -- how would  
13 their reps and certs compare to the ones that were sent to  
14 the interpreters?

15 A. Their reps and certs are 17 pages instead of 11 pages.  
16 So they include -- so when we awarded those subcontracts, I  
17 think we gave them \$1 million ceiling value. So any of the  
18 thresholds that were over -- so there's a lot of government  
19 thresholds that kick in over 100-, 500-, 700-, and 850,000.  
20 So I would have left all of those reps and certs in as well  
21 as flow downs in their subcontract agreements.

22 Q. In this particular one, there's a number of comments on  
23 the side that have like JH-1, JH-2. What are those?

24 A. When we originally sent out the reps and certs to all of  
25 the interpreters, they were really confused by it. It sounds

1 like they had never been asked to fill them out before. So  
2 we wanted to make it as easy as possible to produce the most  
3 efficient results. And so I thought it would be a good idea  
4 to give them an example of how they could fill it out if  
5 certain things are true for them. So I think I put over in  
6 the section, like I'm a woman, and I would answer it this  
7 way. Or if I make less than 7.5 million annually for the  
8 NAICS code, I would register as a small business."

9 Q. And are there significance to being a female contractor  
10 or a small business contractor?

11 A. Yes.

12 Q. In what value?

13 A. So there are a lot of people who are affiliated with the  
14 SBA. And there are set asides and sole source awards that  
15 can be given to specifically women owned, and some of these  
16 other categories -- veteran owned, service disabled veteran  
17 owned, 8(a) HUBZone, and there's preference for small  
18 business on almost all government contract awards. So the  
19 interpreters that are serious about building their  
20 business -- and, you know, there are some that have  
21 incorporated. They have actually incorporated their  
22 business. It's really important for them because it gives  
23 them past performance that they can use for winning future  
24 prime contracts with the government directly.

25 Q. Okay. Now, you -- I believe your testimony was that you

1 assumed responsibility -- or your department assumed  
2 responsibility for the interpreter contracts on November  
3 17th, 2015, correct?

4 A. Yeah.

5 Q. And what did you -- I want to talk about in those  
6 initial -- well, at the time -- at that time, around November  
7 17th, 2015, do you know roughly how many interpreters SOSi  
8 had on the ready-to-work list?

9 A. There was maybe a few hundred.

10 Q. And how many did you need, at least as far as you could  
11 anticipate at that time?

12 A. So I heard people talking that we would need, you know,  
13 1,500. I think Lionbridge had 1,500 or 1,600 on their  
14 roster. So we were trying to get up to that same level.

15 Q. Okay. And so what, if anything, in the days after  
16 November 17th -- or the month -- let's just take November  
17 through, say, March or April, what were you doing with regard  
18 to the interpreter contracts, if anything?

19 A. It was just -- I mean --

20 MS. BRADLEY: Objection. Does she have personal  
21 knowledge of this time period?

22 THE WITNESS: Yeah.

23 JUDGE ROSAS: Repeat the question.

24 THE WITNESS: Yeah, I was -- I worked there.

25 JUDGE ROSAS: Hold on. Repeat the question.

1 MR. ROBERTS: I said from November 17th, 2015, when she  
2 assumed responsibility, through March/April of 2016, what was  
3 occurring in her department with regard to the interpreter  
4 contracts.

5 THE WITNESS: It was a madness of sending out as many  
6 interpreter packages as possible, negotiating, executing  
7 them.

8 Q. BY MR. ROBERTS: And what --

9 A. I earned all my holidays.

10 Q. -- and what version of the contract -- I know you use  
11 terms like 0.0, 1.0 --

12 A. Yeah.

13 Q. What version was being sent out at that time?

14 A. So we call it 1.0. It wasn't the Pandora version with  
15 like the -- like the 40 pager. It was a -- it was after the  
16 first cut of streamline. After they had kind of streamlined  
17 it and cut out all the fat.

18 Q. Okay. Were you aware at that time, in November of 2017,  
19 that a number -- particularly the Southern California Spanish  
20 interpreters had negotiated half day and full day rates?

21 A. Yes.

22 Q. And --

23 A. So --

24 Q. Hold on.

25 A. Yeah.

1 Q. So you were aware of that?

2 A. Yes. I was.

3 Q. Okay. And were you aware whether there were any  
4 interpreters at -- as of November 17th, 2015, were you aware  
5 if there were any interpreters who had signed up on hourly  
6 rates?

7 A. Yeah, we had interpreters -- you mean outside of the  
8 California Spanish?

9 Q. Yes.

10 A. Just any interpreter in general?

11 Q. Yes.

12 A. Yeah. We had interpreters that signed hourly rates.

13 Yeah.

14 Q. Okay. All right. So what was -- what kind of  
15 negotiations were going on between your department and the  
16 interpreters who were not already signed up during that, say,  
17 first 6 months after you took control?

18 A. There was a lot of diversity in that. So, you know,  
19 some interpreters -- everybody was talking, like the  
20 interpreters were talking to each other constantly. So we  
21 would sign somebody up at \$25 an hour, and then by the end of  
22 the day, they wanted \$80 an hour. It was kind of like a  
23 bidding war that we couldn't really do anything about. And  
24 they just kept, you know, driving each other up. So we had a  
25 lot of that. But we -- you know, we also had a lot of people



1 who signed really nice rates that we could work with. It's  
2 not -- you know, I don't want to make it sound like all doom  
3 and gloom, like everybody had the crazy high rates. But we  
4 had a mix. Some people were reasonable, what I would call  
5 reasonable, in line with what the, you know, federal  
6 government rates were for court interpreters and state rates  
7 were for court interpreters. I mean, we were looking at  
8 that. We had market data to support that, and then we had,  
9 you know, more than a few -- a few hundred that were just  
10 inordinarily high.

11 Q. All right. Is there a -- you mentioned at one point a  
12 database. So like there was one situation or one email where  
13 you -- someone claimed that someone was making a certain  
14 amount, and you went and checked. You said you checked the  
15 database.

16 A. Yeah.

17 Q. What database were you referring to?

18 A. We have a master database where we keep all of our  
19 interpreter information, all their contract mods, all the  
20 rates that they charge. It also includes all the cases they  
21 worked and what we've paid for each of them. So I can -- and  
22 my team -- me or my team puts that information into the  
23 database based on what's in their agreement.

24 Q. Okay. And would that reflect the actual rates, whatever  
25 they may be, whether they were half day/full day, hourly, and

1 what they were?

2 A. Yes.

3 Q. Okay. All right. The negotiations that were occurring  
4 in the first 6 months after you took over, were they mostly  
5 be email, by phone, by both? How did they occur?

6 A. However we could make the deal. It was just really  
7 busy. So we would take things over fax, email, phone call.  
8 People came into the office and met with us. So it --  
9 really, it just -- every method of communication possible we  
10 utilized.

11 Q. At that time in that -- under 1.0, were travel rates  
12 specified in the contract?

13 A. No.

14 Q. Okay. And how were travel rates handled at that time,  
15 on the --

16 A. Travel rates were handled -- they were individually  
17 negotiated by the regional coordinator when they were booking  
18 the cases.

19 Q. In this first 6 months, when you're under 1.0, were --  
20 in your negotiations, were you establishing any maximum rates  
21 or telling people that there were maximum rates?

22 A. Yes. So there's always been -- I mean, there was a  
23 period of time where we just -- I think, out of desperation,  
24 we just needed to sign people up. And we were just taking  
25 whatever rates we could get within reason. But we've always

1 had an idea of max rates -- either, you know, written as  
2 guidance or, you know, verbally from meetings. There's  
3 always been like max target rates. And that's consistent  
4 with the industry of subcontracting. Every program I have  
5 has max target rates. That's usually established by the  
6 entire team that's performing -- all the subcontractors and  
7 the prime contractor. So that's not uncommon.

8 Q. I assume SOSi entered this contract with the intent of  
9 making money on it.

10 MS. HADDAD: Objection.

11 THE WITNESS: Yeah.

12 JUDGE ROSAS: Sustained.

13 Q. BY MR. ROBERTS: Well, were you -- was SOSi making money  
14 on the contract in the first year?

15 A. No.

16 Q. Do you know how much they were losing?

17 A. At one point, it was 2 million a month.

18 Q. Now, in the -- moving to the summer of 2016, I believe  
19 the record reflects all these independent -- or these  
20 contractor agreements were all expiring or set to expire on  
21 August 31st of 2016.

22 A. Yes.

23 Q. Okay. And when if -- was your department involved in  
24 sending out any new contracts, extensions, modifications,  
25 things of that nature?

1 A. Yeah. I mean, we talked about -- you know, months  
2 before they expired, we were trying to figure out what we  
3 were going to do from a procurement strategy perspective.  
4 And then the strategy ended up coming together. It was  
5 mostly, you know, management well over my pay grade that were  
6 kind of making decisions about the strategy, because we  
7 wanted to get into the black on the contract, and we knew  
8 that the rates that we were paying interpreters was not fair  
9 and reasonable and in line with the market. So I supported,  
10 I definitely supported my management in that way because I  
11 thought that was the right thing to do from a government  
12 contracts perspective. And my department was responsible for  
13 issuing all of the new agreements and the mods.

14 Q. You mentioned -- you were asked about it, and I believe  
15 you mentioned three different groups that you defined as  
16 California Spanish, California non-Spanish, and then the rest  
17 of the country.

18 A. Yeah.

19 Q. Was there a method or a process that was followed in  
20 the -- I know you sent out different things to different  
21 groups, but can you explain that to us and how they differed?

22 A. Yeah. So when we were getting together, we were trying  
23 to come up with a strategy to determine how we could get  
24 everybody on a new contract as quickly as possible, because  
25 again, we don't want to stop business. That's the most

1 important thing is that we -- you know, we perform for the  
2 government and do what we need to do to support these  
3 Respondents that need interpreters. So we knew that the  
4 California Spanish interpreters were a really close-knit  
5 group. And we knew that that -- you know, the qualities of  
6 that group would probably set the tone for how the other  
7 negotiations would go. And we wanted to give ourselves time  
8 to process these hundreds and hundreds of agreements. And I  
9 only had -- it was me and two other people at the time, so I  
10 mean -- normally, this would be a staff of like 15 people.  
11 So I had -- we had three. So we were trying to figure out  
12 how we group these people together and how we kind of drag  
13 out the process -- not dragging it out too far, so that we  
14 can just get everything refreshed. And so California Spanish  
15 we figured would set the tone. We gave ourselves a little  
16 bit more time for the California non-Spanish and this little  
17 SCSI group, which was brand new interpreters that were just  
18 entering the process that had to go through their  
19 qualification before they could get on the ready-to-work  
20 list. And then we figured we would save the rest of the  
21 country for the end. By the time we got to that third group,  
22 we should have been able to establish the rhythm. And then  
23 if we need to make any tweaks -- in terms of how we  
24 communicate information, the response to the ICA, you know,  
25 any of that -- we could make those tweaks in the big group.

1 Q. Okay. But the -- so what -- with respect to the  
2 California Spanish, were they the ones that were sent out  
3 first?

4 A. Yeah. They were.

5 Q. And what -- I believe you mentioned that -- you've used  
6 the terms RFQs and RFPs.

7 A. Yeah.

8 Q. So what was sent out?

9 A. We sent out an RFP/RFQ -- so I'll just call it a  
10 solicitation. We sent out a solicitation. And I believe it  
11 included the new agreement, all of the attachments and  
12 exhibits that had been reconsidered -- because like we took  
13 out things like -- like we updated the confidentiality form.  
14 We didn't have to go through the security process. So like  
15 0306 was removed. There was a period of time that we had to  
16 do background checks. So we removed that. Ethics and  
17 business -- you know, code of conduct was removed. And then  
18 there was a modification that went with it too. So we wanted  
19 to give them 30 days to complete everything plus, you know,  
20 sign the new ICA.

21 Q. Okay. And those RFQs, I believe, there a number of them  
22 in the record. They speak for themselves, but did they  
23 set -- did they state that there were maximum rates?

24 A. Yeah. I believe all of them had max target rates.  
25 Yeah.

1 Q. Okay. And what was the reaction, or what response did  
2 SOSi get to these --

3 A. It was a pretty visceral reaction because a lot of the  
4 interpreters were being paid well over the max rates,  
5 especially the California Spanish group. So I -- it was a  
6 big shock for them.

7 Q. And did you get -- you mentioned, I think, a couple of  
8 people who may have signed up. But what -- how many  
9 interpreters in California accepted those maximum rates?

10 A. I think we officially got three responsive proposals.  
11 So they were at or below the rates, and they completed all  
12 their documents and returned them on time.

13 Q. And so the others that you received you would have  
14 deemed nonresponsive or at least noncompliant.

15 A. Right. So this is a little bit different than what I'm  
16 accustomed to in procurement, because normally what happens,  
17 if they don't respond by the due date, then they're out.  
18 They're considered nonresponsive, and they wouldn't receive  
19 an award. However, SOSi really needed these interpreters to  
20 perform. And so we had to, you know, cave on the rules for  
21 them because it was more important that they responded with  
22 something, and then we worked out some kind of a deal to keep  
23 business moving.

24 Q. And so what kind of -- just examples, what kind of  
25 responses did you get?

1 A. We got letters. We used to refer to them as love  
2 letters to Jessica. It was just a really -- interpreters  
3 were understandably upset, and so whether it was emails or  
4 phone calls or coming to the office, they would definitely  
5 let me know that they were upset by SOSi's new target rates.

6 Q. For those that did not submit compliant hourly rates,  
7 what did SOSi do?

8 A. I think most of them ended up getting a subcontract  
9 award. They ended up getting an ICA.

10 Q. A new ICA or an extension? What?

11 A. Some of them were extended because some people just  
12 chose to take the extension. And some people ended up --  
13 like Angel, we had a guy named Angel. He was a liaison, and  
14 he ended up coming in after the fact, negotiating higher  
15 rates. But he did a little bit more for us than  
16 interpreting. He was helping us coordinate things, and so we  
17 were dealing with them on an individual basis, negotiating  
18 with them, and then when it made sense, either extend them or  
19 give them a new agreement.

20 Q. Were there interpreters who were able to negotiate rates  
21 above whatever the stated maximum was?

22 A. Yes.

23 Q. And was there an approval process for -- if that -- for  
24 that to happen?

25 A. Yes.



1 Q. And what was that?

2 A. We met with the program management and the financial  
3 manager, and we talked about, you know, how many cases -- I  
4 think I talked about this earlier. How many cases that these  
5 interpreters have done before, how many cases we're receiving  
6 from the government for this particular language in this  
7 geographical area, and we did kind of like a cost-benefit  
8 analysis and determined the maximum rate that we could use so  
9 that the losses -- we were going to take a loss every time.  
10 But we wanted to minimize the losses to the maximum extent  
11 that we could.

12 Q. With regard to -- so you've given -- I believe you  
13 testified that with the California Spanish, you sent out the  
14 RFQs and then along with it a 30-day extension.

15 A. Yeah. I think so.

16 Q. Were additional extensions sent out after that?

17 A. Yeah. We had lots of extensions.

18 Q. And explain to me how that worked.

19 A. So like I was saying, it was like a game of chicken. We  
20 really wanted them to sign the new rates. But we really  
21 needed them to continue performing in these areas. And so we  
22 would send out a new contract with an option for an  
23 extension. But at the end of the day, if they didn't take  
24 the new rates and the new ICA, we would just extend their  
25 agreement. And so many people -- you know, these people who

1 mod 6 and 7, many of them are on the original contract.

2 Q. And there are some examples in the record of what are  
3 referred to as unilateral modifications. Can you explain  
4 that?

5 A. Yes. So there's two types of agreements -- unilateral  
6 and bilateral. And for a period of performance, we just  
7 offered them as unilateral. In ICA 2.0, we modified the  
8 option to extend to include SOSi's right to unilaterally  
9 extend the period of performance.

10 Q. Just to be clear, 2.0 -- was that the version of the  
11 contract that was sent out in August of 2016?

12 A. Yeah.

13 Q. And for those that did not accept that contract, what  
14 happened to them?

15 A. Some of them are still on the original agreement.

16 Q. Now, we talked about the California Spanish. But how --  
17 what difference, if any -- what happened with regard to the  
18 second group, which was the California non-Spanish and the  
19 SCSI interpreters?

20 A. So based on my conversations with the interpreters, the  
21 California Spanish interpreters were utilizing WhatsApp, and  
22 they were communicating with the rest of the interpreters in  
23 the country after they received it. And I got a lot of hate  
24 mail from interpreters and threatening messages. And so the  
25 California non-Spanish and SCSI was a little clunkier than we

1 expected because they had some preconceived notions, thinking  
2 that they would only be able to get \$35 an hour. But really  
3 that was a Spanish rate. That wasn't an -- that wasn't for  
4 common or uncommon languages. So a lot of them didn't even  
5 want to read the solicitation because they'd already been  
6 poisoned before they got it. And it made it very difficult  
7 to try to work with them. We were definitely on the  
8 defensive there.

9 Q. When you sent out their RFQs, did you also send out an  
10 extension with their RFQs?

11 A. Yeah. Everybody got an extension. California Spanish  
12 had 30 days, non-Spanish and SCSI got 40 days, and the rest  
13 of the country got 60 days. And the difference in the days  
14 was based on how many people were in those pools. California  
15 Spanish was the smallest, and the rest of the United States  
16 was the largest. We knew we needed at least 60 days to wrap  
17 up, like, those 600 that were in that big group. So we --  
18 that's how we scaled it.

19 Q. You said that the -- and the California non-Spanish and  
20 the SCSI was 40 -- was it 40 or 45 days?

21 A. Oh, no, that was -- sorry, 45 days. Yeah.

22 Q. So you had 30 days for the California Spanish, 45 days  
23 for the California non-Spanish and the SCSI, and 60 days for  
24 the rest of the country?

25 A. Yeah.

1 Q. Were there -- I know you said the California Spanish  
2 RFQs were sent out first. Was there a time table over which  
3 these were sent out?

4 A. I don't remember. I remember them -- us sending them  
5 out pretty close together. But I don't -- I mean, it's kind  
6 of a blur. That whole time period was just like, you know,  
7 80-hour work weeks and not a lot of sleep.

8 Q. Okay. So how long did this process of sending out  
9 extensions and modifications continue?

10 A. I mean, I think we're still doing it. That's -- the  
11 option A and B exercise is just -- it's just a more evolved  
12 version of that.

13 Q. When did the option A, option B kind of mods or requests  
14 for proposals go out?

15 A. I think it was July 20th.

16 Q. Of what year?

17 A. Oh, 2017.

18 Q. Okay. So -- just so the record is clear, and the ones  
19 that went -- version 2.0 that went out in --

20 A. 2016.

21 Q. -- '16 --

22 A. Yeah.

23 Q. -- although there wasn't any, there wasn't any option  
24 specified, correct?

25 A. Option years?

1 Q. Yeah, in terms of --

2 A. Right. No, management did not want to have option years  
3 in there because they wanted to take another cut at  
4 negotiating the rates down further.

5 Q. What happened -- all right. So you're -- the -- SOSi is  
6 on the first option year of its contract with the government,  
7 from August -- from September 1, 2016, through August 31st of  
8 2017, right?

9 A. Yeah.

10 Q. And so what did you have -- did you have any consistent  
11 termination dates with regard to the agreements with the  
12 interpreters at that point in time?

13 A. Yeah. They're -- because we were modifying them in  
14 clusters, each group kind of had their own expiration date.  
15 We had three major kind of going through, and then we rolled  
16 out 2.0 -- which the original 2.0 had an expiration date of  
17 like March 2016. And then --

18 Q. '16 or '17?

19 A. Oh, sorry, '17. March 2017 and then August 2017. So  
20 there were two different versions of the ICA that came out  
21 during that period. And then there were three mod groups.  
22 And then there were interpreters that would renegotiate. And  
23 sometimes we made their terms different than the standard  
24 terms because their rate was either too high or, you know,  
25 something else.

1 Q. Okay. So in the summer of 2017, what decision was made  
2 with regard to what would be sent out at that point in time?

3 A. Originally, we were going to send out 3.0, which is the  
4 brand new ICA.

5 Q. And how did 3.0 differ in -- we can all compare it, but  
6 in general --

7 A. Yeah.

8 Q. -- how did it differ from 2.0?

9 A. 3.0 had the option years, the base year and two option  
10 years. It had an incentive for recruiting. It had incentive  
11 for operations or performance. And we removed liquidated  
12 damages. We removed the force majeure. And that's off the  
13 top of my head.

14 Q. Was there an escalation clause, an annual escalation --

15 A. Oh, sorry. Yeah, there's an annual escalation in there  
16 too. Yeah.

17 Q. To their hourly rate?

18 A. Yes.

19 Q. Okay. Were -- was 3.0 sent out?

20 A. So 3.0 is being sent out to new interpreters entering  
21 the program. But for the incumbent interpreters, they -- so  
22 a majority of what changed was the statement of work and the  
23 compensation schedule, so attachment A and attachment B. So  
24 legal decided on the morning of our project that they wanted  
25 us to issue two mods, one which gave them a short period

1 performance, if they were above the high rate. A longer  
2 period of performance if they were below the -- sorry, above  
3 the max rate or a longer period of performance if they were  
4 below. And then the option to get a new attachment A and  
5 attachment B. So instead of sending 3.0, they wanted us to  
6 just mod the attachments.

7 Q. Okay. And was that in fact done?

8 A. Yes.

9 Q. So the incumbents -- was that Lionbridge incumbents or  
10 anyone who was incumbent at that point in time?

11 A. Well, when I'm saying incumbents, now I'm talking about  
12 they're currently on the ready-to-work list, and we're  
13 renewing them.

14 Q. So anyone who was already an established ready-to-work  
15 list interpreter as of August of 2017 --

16 A. Yes. Well, they were -- that were expiring August 2017.

17 Q. Right.

18 A. They were the ones that got the option A or option B.

19 Q. And but did they also -- but they did not get 3.0?

20 A. No.

21 Q. And so explain -- so what were they left with then?

22 A. What were they left with?

23 Q. Well, the -- I don't understand option A or option B if  
24 they were not being sent 3.0.

25 A. Right. So remember when I talked about the things that

1 changed between 2.0 and 3.0? All that stuff was in  
2 attachment A and attachment B. So the only change to the  
3 terms and conditions piece of the nonattachment piece of the  
4 ICA -- the only thing that was changed in there was the force  
5 majeure section was removed by legal. So legal decided,  
6 well, why don't we just send them a mod with attachment A and  
7 B because that's really what changed. That's where all the  
8 incentives are, that's where escalation is, that's where the  
9 changes to statement of work is. So that's why we didn't  
10 send them 3.0.

11 Q. So option A and option B were sent to the incumbents.

12 A. Yes.

13 Q. And I know you may not recall which option A was and  
14 which option B, but what were the two options?

15 A. You could either have a modification of your current  
16 agreement, or you could accept a modification with a new  
17 attachment A and attachment B.

18 Q. But in order to get -- did they have to -- well, I still  
19 don't understand. Could they continue with their existing  
20 rates in order --

21 A. Yeah. That was the -- they could continue with their  
22 current agreement, or they could get new rates and new  
23 statement of work.

24 Q. But the new rates would not -- what would they -- how  
25 would they compare to the old rates?



1 A. So some of the new rates actually are better than the  
2 old rates. So when the government gave us modification 4,  
3 they increased our rates. And they allowed for different  
4 language and labor categories. So we incorporated that into  
5 that attachment, to give -- you know, to incentivize  
6 interpreters who were, like, certified to get more money for  
7 their certification. That was one of the things that  
8 interpreters had been complaining about is that they didn't  
9 feel it was fair that they were being paid the same as  
10 non-certified interpreters. So we were happy to get that  
11 from the government. We were happy to flow that down to the  
12 interpreters.

13 Q. Okay. So for those interpreters -- so at the time you  
14 left SOSi, did you have interpreters who were still on 1.0,  
15 still receiving half day and full day rates?

16 A. Yes. They weren't getting a lot of cases, though.  
17 That's the -- you know. I mean, we had interpreters that  
18 still had those old agreements, but we had enough new  
19 interpreters that we didn't really have to use them very  
20 often. They're kind of like emergency purposes. Competition  
21 has kind of weeded them out.

22 Q. And you mentioned that some -- I believe on direct, you  
23 mentioned that some interpreters actually came back and  
24 attempted to negotiate their rates down in order to --

25 A. Yeah.

1 Q. -- be more competitive. Are they -- can you explain  
2 that?

3 A. Yes. So we have -- like, for instance, there were some  
4 Arabic interpreters that weren't getting any work because we  
5 had -- because of competition, because we had more  
6 interpreters that spoke Arabic on the contract. They had  
7 lost all their work. And they knew that in order to get work  
8 on this contract, that they had to have rates that were  
9 competitive. And so they submitted proposals that were lower  
10 than their previous rates. We also had -- right before I  
11 left, I negotiated with an interpreter that lives around  
12 Tampa. And he came down significantly on his rate because he  
13 wasn't getting any cases. He was mostly a travel  
14 interpreter, but we didn't need a travel interpreter  
15 anymore -- because he was doing a lot of work in Arlington.  
16 And he came down on his rate, and we were able to give him  
17 lots of cases in a detention center that's near Tampa. So  
18 he's got as much work as he wants down there, in Spanish.

19 Q. Well, did he get a new contract, or was this just a  
20 modification, or what was it?

21 A. So he actually got a new contract because his previous  
22 contract expired. He didn't act at all, and his contract  
23 lapsed. And so I gave him a letter slip contract  
24 temporarily, until October 31st, and then we engaged in  
25 negotiations, and then we superseded the letter slip contract

1 with a brand new agreement.

2 Q. Okay. You mentioned the database that has it. Does it  
3 also show if there are -- to the -- well, let me withdraw  
4 that. The individuals who are still on 1.0 and still have  
5 their initial rates, how is travel handled with regard to  
6 them?

7 A. They usually negotiate travel on a case-by-case basis  
8 with the regional coordinator.

9 Q. And I know that in 2.0 and -- at some point, travel  
10 rates were spelled out in the agreement.

11 A. Yeah. The intent was when we rolled out 2.0, it was to  
12 get rid of the -- here's the problem, is that the regional  
13 coordinators don't technically have authority to negotiate  
14 with the interpreters internally at SOSi because they don't  
15 have the delegation of authority. So we were trying to pull  
16 that back because we did not want to give that authority to  
17 people who are not procurement experts or weren't being  
18 managed by the procurement department. Ned wanted -- Ned,  
19 who was my director, my boss, wanted to keep that in  
20 operations but yet pull away -- but we couldn't just like cut  
21 it off because it would shut down the program. So we were  
22 trying to wean it out of the responsibilities of the regional  
23 coordinator. It's not done yet, but we're on our way.

24 Q. So when you left, the regional coordinators were still  
25 negotiating travel rates at times?

1 A. Yeah. It was significantly less, but they were still  
2 doing it.

3 **(Respondent's Exhibit 15 marked for identification.)**

4 Q. BY MR. ROBERTS: Okay. I want to show you what I've  
5 marked as Respondent's Exhibit 15. Can you identify this  
6 document?

7 A. Yeah. I sent this. I get a lot of -- I would get a lot  
8 of verifications of employment from interpreters and  
9 apartments they were trying to rent, financial services.

10 Q. And without looking at this document, how did you  
11 typically respond to those?

12 A. I would usually let them know or let the financial  
13 institution know that these people were independent  
14 contractors and that they can provide a copy of their  
15 contract agreement with SOSi and their accounts receivable  
16 records as evidence of the relationship between the parties  
17 and proving their income.

18 MR. ROBERTS: I offer Respondent's Exhibit 15.

19 MS. HADDAD: No objection.

20 MS. BRADLEY: No objection.

21 JUDGE ROSAS: Respondent's 15 is received.

22 **(Respondent's Exhibit 15 received in evidence.)**

23 **(Respondent's Exhibit 16 marked for identification.)**

24 Q. BY MR. ROBERTS: I'm going to show you what I've marked  
25 as Respondent's Exhibit 16. Is this a series of emails

1 between you and Hilda Estrada?

2 A. Yes.

3 Q. And the -- on the first page, the top, where it says  
4 Monday, November 21st, is that an email you sent to her?

5 A. Yes.

6 MR. ROBERTS: I offer Respondent's Exhibit 16.

7 MS. HADDAD: No objection.

8 MS. BRADLEY: No objection.

9 JUDGE ROSAS: Respondent's 16 is received.

10 **(Respondent's Exhibit 16 received in evidence.)**

11 Q. BY MR. ROBERTS: I'm going to change subjects,  
12 Ms. Hatchette, and ask you about -- did you become aware in  
13 the fall of 2016 of something -- a data breach of some type?

14 A. Yes. I did.

15 Q. And how did you become aware of it?

16 A. I was notified by our IT department and one of the  
17 interpreters.

18 Q. And --

19 JUDGE ROSAS: Let me -- hold on one second. If we're  
20 going into a different area, I want to ask you at this  
21 point --

22 MR. ROBERTS: I'm sorry.

23 JUDGE ROSAS: Since you're going into a new area, I want  
24 to ask at this point --

25 MR. ROBERTS: Okay. Sure.

1 JUDGE ROSAS: It's 5:00. How much more time you have  
2 with this witness?

3 MR. ROBERTS: Well, there's an exhibit I have to do that  
4 may take a little while. At least 20 to 30 minutes probably,  
5 20 minutes at least.

6 JUDGE ROSAS: Okay. Go ahead.

7 Q. BY MR. ROBERTS: How did you -- you said you learned  
8 about it how? I'm sorry.

9 A. From our IT department and one of our interpreters.

10 Q. And what was your understanding as to what had occurred?

11 A. I found out that somebody on my team had sent an  
12 incorrect link or links to interpreters that gave them access  
13 to other interpreters' information.

14 Q. And was that a human error of some type?

15 A. Yeah. It was just -- yeah, I trained everybody. And  
16 Egnyte is just so simple to use that it's also simple to make  
17 a mistake if you're not paying attention.

18 Q. And what was the mistake that was made?

19 A. So if I can explain how Egnyte works really quickly.  
20 It's basically a list of shared files on the cloud that's  
21 very secured and protected. And the only way that people can  
22 view what's in those files is if you send them a specific  
23 link. And instead of my teammates sending them a link to  
24 upload their documents to the cloud, they sent them a link at  
25 a high level to download documents. And the link they sent

1 it to was where all the interpreters save their documents.

2 Q. And so what did that mean?

3 A. It meant that interpreters that couldn't control  
4 themselves had a feeding frenzy with other interpreters'  
5 information, and specifically, Elena Walker's, who was very  
6 disliked in the program.

7 Q. So because of this human error, then, the  
8 interpreters -- all of the interpreters or just certain  
9 interpreters would have access to the --

10 A. So when -- so I was talking to interpreters at that  
11 time, and they said that other interpreters were both  
12 forwarding the emails with the bad links and uploading them  
13 to WhatsApp. And so anybody who was on WhatsApp had the  
14 ability to click on the link and go and download other  
15 interpreter documents.

16 Q. What response, if any, did SOSi have upon learning of  
17 this data breach?

18 A. Yeah. So we immediately closed down the folders. IT  
19 removed them, and we moved them to a safe location. We  
20 started pulling reports in Egnyte. Egnyte gives us a lot of  
21 really detailed information. So we started pulling reports  
22 to see the extent of the data breach. And then we contacted  
23 outside counsel and worked with them to determine the  
24 reporting requirements by state. And then we hired a company  
25 called Kroll to provide credit monitoring software. We

1 provided notifications to those interpreters whose data was  
2 breached. And then we offered them this free credit  
3 monitoring service. That whole process took about a month.

4 Q. Okay. What was your role in this process?

5 A. So I was kind of overseeing Egnyte. So I was doing a  
6 lot of the data analysis from the reporting that came out of  
7 Egnyte.

8 Q. And what was your purpose in doing so?

9 A. I -- well, first of all, I wanted to see who on my team  
10 caused the data breach. But we didn't have that visibility  
11 because all the IP addresses coming up from SOSi was  
12 identical. So I wanted to find out who needed the training.  
13 And then I wanted to figure out whose documents were  
14 compromised, what those documents were, and then who  
15 compromised the documents -- like who actually stole the  
16 documents.

17 Q. Do you know an interpreter named Rosario -- I mean,  
18 Rosario Espinosa?

19 A. Yes. I do.

20 Q. Okay. And did you have some dealings with her about  
21 this data breach?

22 A. Yes. I did.

23 Q. And I'll ask you -- there's some emails in the record,  
24 but without looking at them, can you tell us kind of what,  
25 what communications you had with Ms. Espinosa?



1 A. Yes. So the first communication, I remember she called  
2 me and she was asking questions about the ICA -- like  
3 detailed questions about the ICA. And I told her to send  
4 them to me in an email. We -- I was just getting, you know,  
5 sometimes 800 emails and phone calls a day. And it's better  
6 to get them in email because I could pump them out really  
7 quick. I told her to, you know, just read over everything  
8 very carefully, to understand what she was doing. She let me  
9 know that she was an attorney, and I was like great. That's  
10 perfect, then. So you'll be able to come up with really good  
11 questions. And then she called back the day we found out  
12 that Elena Walker's documents were breached. And she asked  
13 me to resend her the link for the California Spanish RFQ.  
14 And by that point, I had already pulled all the reports. And  
15 I saw that Rosario's email had accessed the California  
16 Spanish RFQ hundreds of times. And so I said -- because she  
17 said that she hadn't seen it at that point. And I said,  
18 well, why don't you just go back to your downloads on your  
19 computer -- you've downloaded these documents hundreds of  
20 times. And then she said, oh, I don't think I did that. And  
21 I said, well, did you send the link to somebody else to  
22 download it -- because I'm looking at this report right now,  
23 and I see that lots of IP addresses have actually downloaded  
24 documents from this folder. And she denied it. Then she  
25 said, well, maybe I sent it to a friend at a college who I

1 needed to help me with it. And I said, well, did you send it  
2 to any interpreters? And she said no, at first. And then  
3 she was like, well, I might have sent it to one interpreter.  
4 And then I was like, well, you know, I took it down. You  
5 have hundreds of copies of it because I see that it's been  
6 downloaded by your email address hundreds of times. So why  
7 don't you just go back to it. And I said if I put it back  
8 up -- if I put the folder back up, I'll send you the link.  
9 And then -- so that was the extent of our conversations. I  
10 knew at that point what she had done. I knew that she was  
11 lying.

12 **(Respondent's Exhibit 17 marked for identification.)**

13 MR. ROBERTS: All right. Let me show you what I've  
14 marked as Respondent's Exhibits -- oh, do you have your copy  
15 that we can use?

16 MR. LOPEZ: Oh, I left --

17 MS. HADDAD: Oh, no, I have it here. Yeah.

18 Mr. Roberts, I have a copy.

19 Q. BY MR. ROBERTS: Are you familiar with this document?

20 A. Yes. I made it.

21 Q. And what is it?

22 A. So it originally started -- so when I go to Egnyte in  
23 the system and I pull a report, I can download it to Excel.  
24 I can export it to Excel. And so column C, D, E, F, G, H, I,  
25 and J came directly from the system. And I created columns A

1 and B.

2 Q. And do these all relate to Rosario Espinosa?

3 A. Yeah. All of these do.

4 Q. All right. And --

5 A. In some way.

6 Q. So the first one -- column A, what does that indicate?

7 A. Column --

8 JUDGE ROSAS: Well, hold on. Hold on. Before we get  
9 into the content. And see if it's going to be admissible.

10 MR. ROBERTS: Oh, I'm sorry. I would offer -- yes, I  
11 would offer Respondent's Exhibit 17.

12 JUDGE ROSAS: Voir dire?

13 MS. HADDAD: We would like to voir dire. Yes, please.

14 **VOIR DIRE EXAMINATION**

15 Q. BY MS. HADDAD: Ms. Hatchette, you just testified that  
16 you created columns A and B, right?

17 A. Yes.

18 Q. So you're the one that input Elena Walker's name here?

19 A. Yes.

20 Q. When did you create this document? I'm sorry if you  
21 said this already.

22 A. It was probably the day or the day after the data  
23 breach.

24 Q. And the data breach happened before you spoke with  
25 Ms. Espinosa on the phone?

1 A. Yes. Technically.

2 Q. Okay. And so where it says here under

3 "File/Folder/Private/dojic/RFQ - California Spanish

4 9.12.16/Attachment C\_Walker\_Maria\_E" -- that's just her RFQ,

5 right?

6 A. No.

7 Q. What --

8 A. That's her attachment C that she uploaded to the RFQ

9 folder.

10 Q. Okay. I'm sorry.

11 A. So every contract has an ICA and attachments. And that

12 was her attachment that she uploaded as part of her whole

13 package that's titled attachment C.

14 Q. So the way that this works then -- and bear with me

15 because I'm as bad as computers as, it seems, everyone is --

16 on the IP address, these are different IP addresses.

17 A. Yes.

18 Q. So it's not that Ms. Espinosa, it says -- this doesn't

19 necessarily show that Ms. Espinosa accessed each link. Is

20 that right?

21 A. This does not show that.

22 Q. All right. So what this shows it -- basically what --

23 I'm trying to figure out how you figured out that the link

24 that was sent to Ms. Espinosa was then forwarded to everyone

25 else.

1 A. Right. So -- well, maybe this will help me explain. So  
2 if you look at column E, it has anonymous user, and then  
3 there's an email address.

4 Q. Okay.

5 A. That's Rosario Espinosa's email address. And what  
6 column E means is that these are links -- so Rosario got an  
7 email. And every time somebody clicks on that link that went  
8 to her individual email, it reports that particular email.  
9 So if you go to column C, that is all the documents that were  
10 accessed, and they were accessed using in every case  
11 Rosario's email link that was sent only to her.

12 Q. And can I ask, however -- so the only time that you can  
13 show, however, that she accessed the link would be for her  
14 personal IP address, right?

15 A. Correct.

16 MS. HADDAD: Are you aware that Ms. Espinosa lives in  
17 San Francisco? In fact, I believe her address is -- do you  
18 have the -- I'm trying to think the last -- give me one  
19 moment, Your Honor.

20 MR. ROBERTS: Your Honor, does this have anything to do  
21 with voir dire, though? I mean, I'm --

22 MS. HADDAD: No, I'm just trying to --

23 JUDGE ROSAS: Well, you know, my practice generally is  
24 on voir dire the opponent -- I give the opponent more leeway.  
25 It doesn't disadvantage you because it actually gets into the

1 substance of it. Number one. And number two, it may have  
2 something to do with trying to establish whether or not  
3 there's an issue of unreliability and trustworthiness. And  
4 you know what, to the extent that it gets into cross-  
5 examination, they've already undergone the cross-examination.  
6 So they all get a second crack at that. It's been asked and  
7 answered.

8 MS. HADDAD: So just -- and this will save time on  
9 cross, Your Honor. Just give me one moment.

10 Q. BY MS. HADDAD: So Ms. Espinosa lives in Oakland,  
11 California. And from what I'm looking at here -- I don't see  
12 any access from Oakland.

13 A. So the way that IP addresses work in Egnite in general  
14 is that a lot of the IP addresses go through other servers.  
15 Like, for instance, Dulles in Ashburn is one of the biggest  
16 hubs of the internet. And a lot of people who have -- are  
17 accessing computers from certain areas, it will go through  
18 other areas. The way that we were -- so this report doesn't  
19 show it. There are other reports that I have where I can see  
20 what Rosario actually downloaded based on her unique IP  
21 address.

22 Q. So that, actually, I think -- I just want to make that  
23 clear.

24 A. Yeah.

25 Q. And then I'll save my -- the rest of my questions for

1 cross.

2 A. Uh-huh.

3 Q. This doesn't show what she actually downloaded, correct?

4 A. This one does not show what she personally downloaded.

5 Q. Thank you.

6 A. Yeah.

7 MS. HADDAD: In that case, I'll save my questions for  
8 cross. I don't object to the submission.

9 THE WITNESS: Okay.

10 MR. ROBERTS: And --

11 JUDGE ROSAS: All right. So Charging Party, do you want  
12 some voir dire?

13 MS. BRADLEY: Just a moment, please, Your Honor.

14 **VOIR DIRE EXAMINATION**

15 Q. BY MS. BRADLEY: So, Ms. Hatchette, it was your  
16 testimony that the -- that Ms. Espinosa had a unique link --

17 A. Yes.

18 Q. -- to Egnyte. Did each interpreter have their own  
19 unique link?

20 A. Yes.

21 Q. And what is -- what does the heading for column G,  
22 Action Info, mean?

23 A. I'm not sure. It just -- it's not applicable to this.  
24 So Egnyte has lots of different functionalities. And that  
25 just happened to be pulled in the report. But it doesn't

1 apply piece of Egnyte.

2 Q. So you don't -- but you don't know what "Action Info"  
3 means?

4 A. I would have to go and look the definitions up in the  
5 report to see what it reports on. The type of action you can  
6 find under transaction type -- you can see that the documents  
7 were downloaded.

8 Q. I didn't ask a question about that.

9 A. Okay.

10 MS. BRADLEY: When -- I think it's -- it is what it --  
11 for what it's worth, I don't object to it. I'm not sure --

12 JUDGE ROSAS: No objection.

13 MS. BRADLEY: -- of the relevance.

14 JUDGE ROSAS: Any objection, General Counsel?

15 MS. HADDAD: No, Your Honor.

16 JUDGE ROSAS: Okay. So we'll receive Respondent's 17.

17 **(Respondent's Exhibit 17 received in evidence.)**

18 MR. ROBERTS: And, Your Honor, we would request that  
19 this document also -- or exhibit be subject to the protective  
20 order. It does contain a lot of what we view as sensitive  
21 information.

22 MS. HADDAD: That's fine.

23 JUDGE ROSAS: Just out of curiosity, somebody else other  
24 than a Russian hacker can interpret this in some meaningful  
25 way?



1 MR. ROBERTS: Probably not, Your Honor.

2 JUDGE ROSAS: Okay. All right. That's fine. So it's  
3 subject to a protective order.

4 MR. ROBERTS: I know I can't interpret it.

5 JUDGE ROSAS: Okay.

6 **(Respondent's Exhibit 17 under protective order.)**

7 **CROSS-EXAMINATION (cont.)**

8 Q. BY MR. ROBERTS: Ms. Hatchette, if you could -- I know  
9 you said this doesn't show -- just tell us the process you  
10 followed and how you drew whatever conclusions you drew.

11 A. About this or about Rosario --

12 Q. About Rosario --

13 A. -- specifically?

14 Q. -- Espinosa.

15 A. Okay. So this is a report, similar to other reports  
16 that I pulled out of Egnyte. Before we sent out the  
17 California Spanish RFQ, we sent a series of communications.  
18 And in those communications, the interpreters -- every time  
19 they opened it, we would get a notification with the IP  
20 address. And for Rosario, she had one unique IP address that  
21 came up almost every time. So we knew what her IP address  
22 was. And we were able to see that when we analyzed the data  
23 a little bit differently, what she -- which IP addresses were  
24 technically linked to her. But for this report, what we can  
25 see is that Rosario's individual email was sent to people

1 with this -- all these IP addresses. And then column C is  
2 the documents that people downloaded. So column F shows that  
3 they were downloaded. You have the option of viewing a  
4 document or downloading a document. Download is to, like,  
5 save it on your computer. Viewing it is just opening it up  
6 on the screen. So all of those IP addresses in column J were  
7 individual hits for these specific attachments, and where we  
8 got really worried was on the second page people were  
9 downloading Maria Walker's I-9. And then the documents that  
10 were titled "Image," they were her personal -- it was like  
11 her driver's license and passport and Social Security card.  
12 So that was a really big deal.

13 Q. This refers -- column C refers to a number of  
14 attachments. Do you know what attachment C was?

15 A. It might have been --

16 Q. If you don't know, that's fine.

17 A. Yeah. I can't -- it's in the ICA. It lists the list of  
18 attachments. I don't remember off the top of --

19 Q. Okay. These are attachments to the --

20 A. Yeah. They're attachments to the ICA. So they have to  
21 be signed individually and dated. It's like court operating  
22 guidelines and things like that. It's specific flow downs  
23 from the prime contract that need to be signed.

24 Q. Okay. So what did you -- from your analysis, what did  
25 you conclude that Ms. Espinosa had done?

1 A. Well, Rosario clearly shared a link that she knew  
2 contained compromising information --

3 MS. HADDAD: Objection.

4 MS. BRADLEY: Objection.

5 MS. HADDAD: No evidence that she knew.

6 JUDGE ROSAS: Yeah. I'm sorry. You're referring to  
7 who?

8 THE WITNESS: Rosario Espinosa.

9 MR. ROBERTS: This is Respondent's conclusion. I mean,  
10 I -- there's an allegation that Ms. Espinosa was unlawfully  
11 terminated. I mean, we're entitled to show --

12 THE WITNESS: Let me rephrase --

13 JUDGE ROSAS: Repeat the question.

14 MR. ROBERTS: I asked what did she conclude from her  
15 analysis, as to what Ms. Espinosa had done.

16 THE WITNESS: From my analysis --

17 JUDGE ROSAS: Hold on one second. Is this a conclusion  
18 that you put into writing?

19 THE WITNESS: It's probably not in writing. It's  
20 probably happened in conversations.

21 MR. ROBERTS: Well, let me -- Your Honor --

22 JUDGE ROSAS: Hold on one second.

23 THE WITNESS: Maybe.

24 MR. ROBERTS: I was going to -- there is an exhibit that  
25 does -- from her to Ms. Espinosa.

1 THE WITNESS: Oh, the termination --

2 JUDGE ROSAS: Hold on one second.

3 THE WITNESS: Sorry.

4 JUDGE ROSAS: So I just want to kind of address the  
5 opposing party, as far as the rationale here for objecting to  
6 such testimony. If one is alleging a violation based on  
7 actions taken by a Respondent, and there's no question as to  
8 what the Respondent did or didn't do, and there is a -- you  
9 know, an explanation as to why a Respondent did something,  
10 are they not entitled to articulate it?

11 MS. HADDAD: Respectfully, Your Honor, I believe that  
12 the Respondent's counsel rephrased the question upon  
13 repetition. Both myself and Charging Party counsel objected  
14 to the characterization that was not in response to a  
15 question asking for her personal opinion. I won't object to  
16 your rephrasing -- your rephrased question.

17 JUDGE ROSAS: Okay. Let's hear the question again.

18 Q. BY MR. ROBERTS: If I can recall it. You obviously --  
19 you've described a process you followed, correct. And  
20 what -- you had -- well, let me do this. I'm going to ask  
21 you to look at General Counsel's Exhibit 103. And if I could  
22 approach just to -- so you can see it. Is this an email from  
23 you to Ms. Espinosa?

24 A. Yes.

25 Q. And does it relate to your conclusions as to what she

1 did or didn't do?

2 A. Yes.

3 Q. And before -- the first sentence just -- so kind of for  
4 the record, it says, "SOSi's IT department has been tracing  
5 your unique request for quote email link, and we have  
6 determined that you improperly forwarded and shared this link  
7 with other third parties, despite clear instructions not to  
8 do so." Was that your conclusion?

9 A. Yes.

10 Q. And tell me how you reached that conclusion.

11 A. I reached that conclusion by analyzing the data that  
12 came out of Egnyte, showing that Rosario's unique email link  
13 was sent -- that was marked confidential and proprietary and  
14 that was intended for her only -- there is a -- you know,  
15 that was -- it was clearly marked, was shared with many  
16 interpreters. And the evidence of that is the large list --  
17 and this is only for one file. This is Maria Walker's file.  
18 This is not all of the other interpreter files. This is just  
19 one file of one interpreter. We had like 40 files that I  
20 think got compromised in total. And so I looked at all of  
21 the links that were sent to Rosario and how many times the  
22 same documents of other interpreters were downloaded and all  
23 the IP addresses that were linked to those downloads. And I  
24 made the determination that she inappropriately forwarded  
25 those links that were -- they were bad links, that were only

1 supposed to be for her. Instead of reporting that to SOSi,  
2 she -- so what I, what I found out from other interpreters  
3 that she said she posted it on --

4 MS. BRADLEY: Objection, hearsay.

5 Q. BY MR. ROBERTS: Yeah. Let's just stick to what you  
6 knew.

7 A. Right.

8 Q. From your investigation. And when you questioned -- and  
9 you testified about your conversations. When you questioned  
10 her as to what she had done, did she admit to doing that?

11 A. No. Well, she admitted to forwarding it to a friend.  
12 And then maybe an interpreter.

13 Q. In this -- General Counsel's 103, the second paragraph,  
14 your email says, "Your conduct and particularly your lack of  
15 candor are not acceptable and violate your obligations."  
16 What did you base your conclusion that there was a lack of  
17 candor on?

18 A. She was not being forthcoming with what happened. And  
19 she changed her story three times on the phone call.

20 Q. Okay.

21 A. So I didn't know what to believe, other than -- all I  
22 could believe was what I had in data -- hard data.

23 Q. Okay. Thank you. Who -- did you make the decision -- I  
24 mean, this email says that "SOSi has made the decision to  
25 terminate your Independent Contractor Agreement, effective

1 immediately." Was that your decision or someone else's?

2 A. No. It was -- that was a collective decision. That was  
3 made with the program and the vice president, and legal and  
4 outside counsel was involved during the data breach as well.  
5 So it was a collective decision by SOSi. But because I'm the  
6 subcontracts administrator, I had to send the letter.

7 Q. Okay. Now, with respect to the -- they're in the  
8 record, and you don't need to look at them. But there are  
9 some letters that went out from a law firm, Akin Gump, to a  
10 number of interpreters. And the letters will speak for  
11 themselves, but do you know what I'm referring to when I --

12 A. Yeah.

13 Q. -- refer to those letters? Are you familiar with how it  
14 was determined who would receive those letters?

15 A. Yes.

16 Q. Okay. And can you explain that for us?

17 A. So we looked at all the interpreters where we could  
18 identify their unique IP address. So we weren't able to  
19 identify all of them. But some of them we were able to  
20 identify. And for those interpreters who we could -- who we  
21 saw downloaded documents that contained proprietary data --  
22 so if somebody downloads attachment C, that's not a big deal,  
23 right? There's a signature there -- well, it's still a big  
24 deal because they're taking it. But I mean, like from a  
25 damaging perspective, they're not taking like the I-9 with

1 the Social Security number or personal documents. So in the  
2 case where somebody downloaded somebody's personally  
3 identifiable information, and they did it multiple times --  
4 and sometimes they forwarded those emails on -- those were  
5 the ones that got the letters. And even when we -- you know,  
6 we identified there was a data breach, and we sent out an  
7 email, there were a lot of interpreters that called me back  
8 and said, oh, my God, I am so sorry, I just wanted to see if  
9 it really happened. I just -- I looked at my own file, and  
10 that was it. And I'm so sorry. So we were able to  
11 determine -- and then there were some interpreters that they  
12 breached their own file. So they either told us that or we  
13 were able to confirm it with the IP address. Those people  
14 didn't get letters. It was only the people who had like  
15 breached other interpreters' files to take documents like  
16 their I-9, like copies of their driver's license -- things  
17 like that, address, Socials --

18 Q. The link that -- the mistake -- the human error that  
19 occurred and the link that was sent out, did it just contain  
20 Maria Elena Walker's file, or what did it contain?

21 A. Well, so there were a couple of bad links that were  
22 sent. So somebody on my team was doing the opposite of what  
23 they were supposed to be doing. So Maria Elena Walker's  
24 documents were in a separate file than some other  
25 interpreters. And so whoever sent the bad links sent the



1 folder specifically for Maria Elena Walker, and then there  
2 was a link that went out that was for all of the interpreters  
3 that had submitted their documents in the base year. So  
4 there was two file folders with different information that  
5 was breached. One of those folders contained all the  
6 interpreters' master folders, and one contained just Maria  
7 Walker's files.

8 MR. ROBERTS: I don't have any further questions, Your  
9 Honor.

10 JUDGE ROSAS: All right.

11 **Let's go off the record for a minute.**

12 **(Off the record at 5:30 p.m.)**

13 JUDGE ROSAS: All right. We'll adjourn until 9 a.m.  
14 tomorrow morning. Thank you very much.

15 MR. ROBERTS: Thank you.

16 MS. HADDAD: Thank you.

17 MS. BRADLEY: Thank you.

18 JUDGE ROSAS: Ma'am, please don't discuss your testimony  
19 with anyone.

20 **(Whereupon, at 5:35 p.m., the hearing in the above-entitled**  
21 **matter was continued, to resume the next day, Thursday,**  
22 **October 12, 2017, at 9:00 a.m.)**

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**CERTIFICATION**

This is to certify that the attached proceedings before the National Labor Relations Board (NLRB), Region 21, in the matter of **SOS INTERNATIONAL, LLC**, Case Nos. 21-CA-178096, et al., at Washington, D.C., on October 11, 2017, was held according to the record, and that this is the original, complete, and true and accurate transcript that has been compared to the recording, at the hearing, that the exhibits are complete and no exhibits received in evidence or in the rejected exhibit files are missing.

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Timothy J. Atkinson, Jr.  
Official Reporter

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 21

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In the Matter of:

**SOS INTERNATIONAL, LLC,**

Respondent,

and

**PACIFIC MEDIA WORKERS GUILD,  
COMMUNICATIONS WORKERS OF  
AMERICA, LOCAL 39521, AFL-CIO,**

Charging Party.

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Case Nos. **21-CA-178096  
21-CA-185345  
21-CA-187995**

The continuation of the above-entitled matter came on for hearing pursuant to notice, before **MICHAEL A. ROSAS**, Administrative Law Judge, at the **National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C., on Thursday, October 12, 2017, at 9:00 a.m.**

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1		<u>I N D E X</u>				
2						<u>VOIR</u>
3	<u>WITNESSES</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>DIRE</u>
4						
5	Claudia Thornton	1366	1395	--	--	--
6			1402			
7						
8	Jessica Hatchette	1404	1422	--	--	--
9		1419				
10						
11	Haroon Siddiqi	1425	1465	--	--	--
12			1465			
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14	Charles O'Brien	1475	1484	--	--	--
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1	<u>E X H I B I T S</u>		
2	<u>EXHIBITS</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
3	GENERAL COUNSEL'S		
4	GC-292	1401	1403
5	GC-293 and GC-294	1406	1407
6	GC-295	1472	1472
7	GC-296	1472	1473
8			
9	RESPONDENT'S		
10	R-18	1370	1371
11	R-19	1371	1371
12	R-20	1373	1373
13	R-21	1387	1388
14	R-22	1444	1445
15	R-23	1446	1446
16	R-24	1448	1451 - Withdrawn
17	R-25	1448	1448
18	R-26	1450	1450
19	R-27	1451	1452
20	R-28	1452	1453
21	R-29	1453	1454
22	R-30	1454	1455
23	R-31	1455	1455
24	R-32	1455	1456
25	R-33	1456	1456
26			



1	<u>E X H I B I T S</u> (cont.)		
2	<u>EXHIBITS</u>	<u>FOR IDENTIFICATION</u>	<u>IN EVIDENCE</u>
3	RESPONDENT'S		
4	R-34 through R-36	1473	1474
5	R-37	1475	1476
6	R-38	1483	1484
7	R-39 and R-40	1488	1489
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P R O C E E D I N G S

(Time Noted: 10:30 a.m.)

**JUDGE ROSAS:** On the record.

Next witness --

MR. ROBERTS: Well, I believe, Your Honor, we had --  
Ms. Hatchette, we were going to defer finishing her until she  
came around 11:30 --

JUDGE ROSAS: So at this time, Ms. Hatchette is tentatively General Counsel's last witness.

MS. HADDAD: Yes, Your Honor.

JUDGE ROSAS: So we're going to skip over now to Respondent's case.

MR. ROBERTS: And there is an understanding that Charging Party does not intend to call any witnesses.

JUDGE ROSAS: Okay.

MS. BRADLEY: Yes, we have no witnesses.

MR. ROBERTS: All right. Then Respondent calls Claudia Thornton.

JUDGE ROSAS: Would you please raise your right hand.  
(Whereupon,

CLAUDIA THORNTON

was called as a witness by and on behalf of the Respondent and, after having been first duly sworn, was examined and testified as follows:)

JUDGE ROSAS: All right. Please have a seat, and state

1 and spell your name and provide us with an address.

2 THE WITNESS: My name is Claudia Thornton,  
3 C-l-a-u-d-i-a, last name T-h-o-r-n-t-o-n, and I reside at 605  
4 Laurel Run, The Villages, Florida 32162.

5 **DIRECT EXAMINATION**

6 Q. BY MR. ROBERTS: Ms. Thornton, were you employed by SOSi  
7 at one point in time?

8 A. Yes.

9 Q. And do you still work for SOSi?

10 A. No, I do not.

11 Q. And when did you leave SOSi approximately?

12 A. I retired approximately middle to the end of May of this  
13 year.

14 Q. And when you -- how long did you work for SOSi?

15 A. For over 12 years.

16 Q. And let's -- what was your initial position with SOSi?

17 A. I was always a program manager.

18 Q. And prior to SOSi, what was your background prior to  
19 that?

20 A. I was a FBI agent for 24 years.

21 Q. Going to the time period that we're going to talk about  
22 is primarily from the fall of 2015 through the summer of  
23 2016, shortly after SOSi had received a contract with the  
24 Department of Justice. Are you familiar with that contract?

25 A. Yes, I am.

1 Q. And did there come a point in time where you had some  
2 involvement in that contract?

3 A. Yes, in approximately middle of October of 2015.

4 Q. Okay. And what were the circumstances that resulted in  
5 you becoming involved in that program?

6 A. Well, they was trying to get it off the ground. They  
7 were performing at that time only in I think two cities, and  
8 the full contract performance began on December 1st, and  
9 there had been a meeting that I became aware of where they  
10 were discussing the recruiting, and they really had very few  
11 interpreters signed up at that point. And it was doubtful  
12 that they were going to make it unless they got these people  
13 on board. So Martin Valencia, who was another project  
14 manager, he and I agreed to go over and help the recruiting  
15 effort at that point, just to get these interpreters signed  
16 up and ready to work.

17 Q. Okay. And so did you have a title at that time?

18 A. Well, I was always a program manager, but for this  
19 contract, at that time, there was no real title. We were  
20 just trying to help them get it off the ground.

21 Q. Okay. What efforts did you and Mr. Valencia make in  
22 order to make that happen?

23 A. Well, one of the first things we found they were having  
24 trouble getting the interpreters on board was because of a  
25 consulting agreement. At that time, it was like a 24-page

1 document that had a lot of legal clauses that we didn't think  
2 belonged in there, and there was a lot of -- the biggest  
3 problem is there were a lot of policy things and procedural  
4 things that really didn't belong in the consulting agreement,  
5 and it was creating a lot of confusion with the interpreters.  
6 And, you know, they were wanting to -- they were slow to  
7 return them. They were questioning paragraphs,  
8 subparagraphs. They wanted attorneys to review them, and  
9 they just were not signing them at that point because there  
10 was so much confusion over what each paragraph meant.

11 Q. Did you participate in any discussions with interpreters  
12 about their concerns?

13 A. Most of the concerns were relayed through the recruiters  
14 because they were the ones that were dealing directly with  
15 them. So we knew what the issues were, and I went through  
16 the consulting agreement and worked with our legal department  
17 to strike a lot of those things that didn't belong in there  
18 and pare it down.

19 Q. Did you know or have dealings with an interpreter named  
20 Hilda Estrada?

21 A. Yes.

22 Q. And what dealings did you have with her?

23 A. With Hilda, the main -- my first real dealings with her  
24 were with regard to the pay issue. She was having a real  
25 issue with the rates.

1 Q. No, but before you -- during the contract or during the  
2 time period that you were trying to get the ICA revised and  
3 get the interpreters on board, were there discussions with  
4 her about the terms of the agreement?

5 A. Not -- I don't recall that I had any direct discussion  
6 with her on that until we got into the actual -- we had a  
7 conference call with Hilda and Diana and Angel, and some of  
8 the issues came up at that point, but it was mainly about the  
9 rates.

10 Q. Okay. When you had that conference call, was anyone  
11 else from SOSi on that call?

12 A. I believe it was just Martin Valencia and I.

13 Q. Okay. And you mentioned the rates. Was there any  
14 discussion in that conference call with what their status  
15 would be, whether they would be employees or independent  
16 contractors?

17 A. Well, they wanted to be independent contractors because  
18 just about all of them had other jobs. So they didn't want  
19 to be tied strictly to the contract. They wanted the ability  
20 to work at other places, and that was one of the issues with  
21 the consulting agreement was it was a clause in there that  
22 they didn't understand, and they were afraid it meant they  
23 could only work on this contract.

24 Q. Okay. Were changes made to the agreement to reflect  
25 that?

1 A. Yes, we pared it down to about 11 pages and took a lot  
2 of that stuff out.

3 Q. Were there -- other than the Southern California  
4 interpreters, were there issues arising from other parts of  
5 the country?

6 A. All over the country. It was a general issue with all  
7 of them.

8 Q. If you would -- there's some exhibits I've put -- not  
9 the big stack, but there's a short -- not that stack.

10 MS. BRADLEY: This one here.

11 Q. BY MR. ROBERTS: The one that has on top GC-144.

12 A. I have it.

13 Q. Okay. I'm going to skip that one for right now, but if  
14 you could go to what's marked as -- well, first, Respondent's  
15 Exhibit 18, and it appears that you were -- this email was  
16 forwarded to you at the top there on October 30, 2015? This  
17 should say R-18. Yeah, take the paperclip off. It'll be  
18 underneath there.

19 **(Respondent's Exhibit 18 marked for identification.)**

20 THE WITNESS: I have it.

21 Q. BY MR. ROBERTS: Okay. Did you receive -- did  
22 Mr. Valencia forward this email to you?

23 A. He copied me on it.

24 Q. Okay. And the email below that starts it appears to be  
25 an email from Hilda Estrada. Is that correct?

1 A. Yes.

2 MR. ROBERTS: Okay. I'd offer Respondent's Exhibit 18.

3 MS. HADDAD: No objection, Your Honor.

4 MS. BRADLEY: No objection.

5 JUDGE ROSAS: Respondent's 18 is received.

6 **(Respondent's Exhibit 18 received in evidence.)**

7 **(Respondent's Exhibit 19 marked for identification.)**

8 Q. BY MR. ROBERTS: Okay. If you look at Respondent's  
9 Exhibit 19, is this another email that was forwarded to you  
10 by Mr. Valencia?

11 A. Well, it wasn't forwarded. I was copied on it.

12 Q. Okay. Sent to you by and is the email that starts from  
13 Amelia Balke, B-a-l-k-e, we can all read what it is, but was  
14 this another interpreter in another part of the country  
15 raising issues?

16 A. Correct.

17 Q. Okay.

18 A. She had problems with the consulting agreement, the long  
19 form.

20 MR. ROBERTS: Okay. I offer Respondent's Exhibit 19.

21 MS. HADDAD: No objection.

22 MS. BRADLEY: No objection.

23 JUDGE ROSAS: 19 is received.

24 **(Respondent's Exhibit 19 received in evidence.)**

25 Q. BY MR. ROBERTS: Apart from your dealings with trying to



1 get interpreters signed up, were you aware of whether SOSi  
2 was trying to contract with larger companies in order to  
3 facilitate this process?

4 A. We had a number of other companies that provided  
5 interpreter work as -- that were going to bring on  
6 subcontractors to us to also help fill these billets because  
7 there were so many of them. They were all over the country.

8 Q. Was one of them known as Metlang?

9 A. Yes.

10 Q. And to the extent you know, who is Metlang?

11 A. Metlang, I think it's Metropolitan Language. They're  
12 out on the West Coast in California, and the agreement  
13 originally -- the plan was to have them handle all of the  
14 Spanish cases in California.

15 Q. And was there any resistance from the interpreters to  
16 that plan?

17 A. Oh, yeah, when we had the conversation with Hilda,  
18 Diana, and Angel, they had heard that we were in touch with  
19 Metropolitan, and they said if they had any of the work, that  
20 they were all going to refuse to work. They didn't want any  
21 part of Metropolitan.

22 Q. And did they express why they did not want to work for  
23 Metlang?

24 A. Because they knew that Metropolitan would lower the  
25 rates and bottom the market out, and they didn't want any

1 part of it.

2 **(Respondent's Exhibit 20 marked for identification.)**

3 Q. BY MR. ROBERTS: If you'd look at Respondent's Exhibit  
4 20, is this another email you were copied on?

5 A. Yes.

6 Q. And it references an email or a message that  
7 Ms. Estrada -- at the bottom, that she had communicated?

8 A. Correct.

9 Q. And then was the top part, is this an email from  
10 Metropolitan questioning what SOSi was doing?

11 A. Yes.

12 MR. ROBERTS: Okay. I offer Respondent's Exhibit 20.

13 MS. HADDAD: No objection.

14 MS. BRADLEY: No objection.

15 JUDGE ROSAS: Respondent's Exhibit 20 is received.

16 **(Respondent's Exhibit 20 received in evidence.)**

17 Q. BY MR. ROBERTS: During those first -- we're going to  
18 move now from that stage in October and early November to  
19 December of 2016. What were you doing during that time  
20 frame?

21 A. Well, when we got into November, the person who was the  
22 program manager for this contract resigned.

23 Q. And what was his name? Was it Dan?

24 A. Dan --

25 Q. That's good enough. The first name was Dan.

1 A. His first name was Dan.

2 Q. Okay.

3 A. We had several Dans. I can't remember which one.

4 Q. Did that change your role in any respect?

5 A. Yeah, I had already told SOSi that I was planning to  
6 retire in June of 2017, and since I only had a short time  
7 left and one of my contracts that I'm in was coming to an  
8 end, I said I would step in and help run this project until  
9 they got it off the ground and hand a chance to have someone  
10 come in full-time and transition that person before I left.

11 Q. Okay. And so did you, in fact, assume that role?

12 A. Yes, with Martin's assistance.

13 Q. So you were in effect functioning as the program  
14 manager?

15 A. Yes.

16 Q. Okay. And what was happening in the December time  
17 frame?

18 A. Well, December 1st is when we had kickoff across the  
19 country, and we had quite a few interpreters signed up, but  
20 the company that we had hired to do our database for this was  
21 slow getting off the ground, getting their -- you know,  
22 presenting what they could put together for us. And so when  
23 the cases would come in, it was very difficult to manage this  
24 manually.

25 So the first thing we did was to be able to automate

1 that because everybody was spending all of their time just  
2 trying to get these -- keep track of the cases, and it was  
3 difficult for the coordinators to get cases assigned when  
4 they didn't know what they were working with. So we spent a  
5 lot of time with that.

6 And California was a big group, and there were a lot of  
7 cases in there. So I actually ended up having to work also  
8 to assign cases in California. So I started out kind of like  
9 a secondary role as being the coordinator for the California  
10 group.

11 Q. Okay. And you mentioned a data -- you were trying to  
12 work on a data system. What program or system was being used  
13 at that time to assign cases?

14 A. They were just using some sort of Excel program that  
15 they had developed that would kind of manage these things,  
16 but there were so many of them coming in that the changes  
17 were -- it was just -- it was impossible to do. So we got  
18 that fixed pretty quick.

19 Q. Was there a program that you were trying to develop  
20 named Big Word? Were you familiar with that?

21 A. Yeah, that was the company that we originally contracted  
22 with to do this, but as we got into the contract and saw how  
23 things would work and the interpreters heard about it and  
24 they were balking about how it would work, so we backed off  
25 and developed our own.

1 Q. In the December time frame, when you said you were  
2 helping assign cases, were there problems that arose in  
3 assigning cases with cases being double-booked or anything  
4 like that?

5 A. Not so much California, but they were double-booking all  
6 over the place because of having to manage this thing  
7 manually with these case assignments. So, for instance, a  
8 case would come in, and then they'd get it assigned, and then  
9 a day later, it would be canceled, but by the time the  
10 cancellation got caught up, the interpreter would show up  
11 when the case had been canceled or they would reissue it and  
12 two people would be assigned. It was very difficult at the  
13 beginning.

14 Q. During that December time frame and the assignment of  
15 cases, did Ms. Hilda Estrada, Diana, and Angel, were they  
16 also providing some kind of assistance in that regard?

17 A. Well, what would happen is if we had a bunch of cases  
18 and we didn't have anyone assigned to it, what I would do is  
19 reach out to them and say, hey, we've got this case. Is  
20 anybody around over at the courthouse that can cover this?  
21 And because they were there every day, they knew who was  
22 coming and who was going and where the cases were. So they  
23 might switch people off to cover cases that, you know, that  
24 we couldn't, you know, because of last minute type thing.

25 Q. If you'd look at Respondent's Exhibit 11, which is

1 already in evidence, it should be R-11. Do you see that?

2 A. Yes.

3 Q. Do you have that?

4 A. Um-hum.

5 Q. Is that an email that you received from Ms. Estrada on  
6 December 20, 2015?

7 A. Yes.

8 Q. And that discusses some of the issues that were going on  
9 at that time?

10 A. Yes.

11 Q. Okay. Thank you. All right. You mentioned earlier  
12 something about payment issues and some interaction with  
13 Ms. Estrada on that issue. When did the payment issues  
14 arise?

15 A. I was not even aware that there was a payment issue  
16 until probably late in December when we started getting  
17 emails from the interpreters saying they hadn't been paid.  
18 And what I found out was the previous project manager, Dan,  
19 he was so overwhelmed with trying to manage the incoming  
20 cases and the orders that he told the coordinators, don't --  
21 when they send their stuff in, just put it on hold. We don't  
22 have time to mess with it.

23 I didn't know that. And I found out about it, and then  
24 it was a nightmare because these people hadn't been paid for  
25 a month or so. I mean we're late December, and nobody had

1 been paid. So we put a full core press on it, added extra  
2 people, brought in consultants to get this thing handled, I  
3 mean even to the point where until we could automate the pay  
4 stubs, I was there every night until 11 o'clock even sending  
5 out pay stubs just immediately so they would know that the  
6 money was coming in. So it took us probably a month to clean  
7 all that up and get caught up to everybody's pay.

8 Q. The complaints that were being raised, were they  
9 legitimate in your eyes?

10 A. Yes. On the pay?

11 Q. Yes.

12 A. Yes.

13 Q. Your answer is yes?

14 A. Oh, yes.

15 Q. Okay. Did you as a manager have any issue or concern or  
16 irritation with the fact that people were complaining about  
17 pay?

18 A. No, they had every right to complain about that.

19 Q. If we move kind of into the time after the pay issues  
20 were resolved, and so now we're talking about really January  
21 through April/May time frame, did issues arise regarding how  
22 interpreters were dressed at times?

23 A. Yes, and --

24 Q. Just -- how did -- who brought those issues up, and what  
25 involvement did you have in the process?

1 A. Those came -- any complaints about interpreters'  
2 performance in terms of, you know, their ability to perform  
3 as an interpreter and actual language issues, how they were  
4 dressed, courtroom demeanor, behavior, all of those  
5 complaints came from EOIR, from the government. They would  
6 come from the court, either the court administrator or the  
7 judge himself through the court administrator, and they would  
8 be forwarded up to EOIR, not directly to us.

9 Q. And how would they be conveyed? Who would convey them  
10 to SOSi?

11 A. It was usually Ray -- I can't remember his last name.  
12 He was in the office for the government, the government  
13 contract office.

14 Q. Was there a unit known as Language -- LSU?

15 A. Language Services Unit, right. That EOIR, that group  
16 that managed the contract was all the Language Services Unit.  
17 So it would come from either Ray there or from the COTR  
18 herself.

19 Q. Was there an individual named Brett Wigger?

20 A. I'm sorry. Ray was over Brett, but Brett was the one  
21 that would usually funnel that to us or Karen Manna herself.

22 Q. And when you received complaints, whether it was about  
23 dress code or any other issue like that from LSU, what, if  
24 anything, did you do?

25 A. Well, they wouldn't just forward the complaint. They



1 would issue a directive to notify these interpreters that  
2 this is the problem and tell them all and here's what the  
3 problem is and don't do it again, here's what the policy is,  
4 and we want a copy of the email that you send out to them.

5 Q. And if you'd look at General Counsel's 144, it was on  
6 top, I moved it back, it's GC-144. Do you have that?

7 A. Yes.

8 Q. It's an email -- it's already in evidence, but it's an  
9 email dated April 13, 2016, and the subject -- it's from  
10 you -- well, it's from you to you. Can you explain that?

11 A. Well, I drafted this, and I was sending it out to  
12 everyone in a blast email, but I blind copied everybody so  
13 they wouldn't have each other's email addresses.

14 Q. Okay. And the subject is courtroom attire. If you just  
15 take a second or a few seconds to look at this or however  
16 long you need, but just refresh your memory if you will.

17 A. If I remember correctly, what happened, an interpreter  
18 had showed up --

19 Q. All right. If you'd just put it down and tell us now  
20 what you recall about that?

21 A. There was an interpreter who showed up in court, it was  
22 a man, and he had on a ball cap, sneakers, jeans, and they  
23 actually took pictures of him and sent the pictures to us.

24 Q. Okay. And were there any directives issued to you at  
25 that time?

1 A. Yeah, send an email out and we want to see what -- and  
2 then send a copy to us. This is from LSU.

3 Q. And then is this the email that you -- the blast email  
4 that you sent out?

5 A. Um-hum.

6 Q. Is that yes?

7 A. Yes.

8 Q. There's a reference to, at the bottom of this, to adding  
9 some kind of footnote or something or to the weekly emails  
10 regarding assignments.

11 A. Um-hum. Yes.

12 Q. Do you know what that's in reference to?

13 A. Yes. The database that we had built to manage all of  
14 the cases, we kept adding onto it. So we got to where we  
15 added a function that when a case was assigned to them, the  
16 system would automatically send a notification the night  
17 before a case to remind them that they had a case. And it  
18 would also send out their pay stubs automatically. And then  
19 when the case reminders went out, I had the ability to add a  
20 note onto that so that these things would later go out  
21 through that last email through the system instead of as a  
22 separate email from me. We could add reminders to it, just  
23 little updates, and then they were working on the portal  
24 where the interpreters could actually log in to see their  
25 schedules.

1 Q. But was there any kind of reminder that was about dress  
2 or other issues that was --

3 A. Yeah. At one point, when I sent out -- the email that  
4 would go out the night before, it went to the interpreters  
5 who were assigned cases, and on that email, the body of that  
6 email is where I would add these reminders. So at one point,  
7 I put that dress code reminder on there, and it stays every  
8 single day until you change it. So that one was on there for  
9 a while before it came off.

10 Q. Approximately how long was it on there?

11 A. Actually that one was on quite a while because I  
12 remember asking our IT guy if it was still on there, and he  
13 said, yes, it's probably 2 months, and I finally took that  
14 one off.

15 MR. ROBERTS: I don't have multiple copies. This is  
16 already in evidence as General Counsel Exhibit 16. This is  
17 what it is. I'll show it to you.

18 MS. HADDAD: Thank you.

19 Q. BY MR. ROBERTS: If you would look at that?

20 MS. BRADLEY: Could I see the exhibit, please?

21 MR. ROBERTS: Sure. It's already in evidence but --

22 Q. BY MR. ROBERTS: Can you tell us what GC-16 is?

23 A. It's an email that was forwarded -- it's from me -- this  
24 went to all the interpreters again. They were blind copied  
25 on it.

1 Q. And what were the issues in that?

2 A. Karen Manna and --

3 Q. If you would just put the exhibit down now.

4 A. Karen Manna and Brett Wigen would periodically go out  
5 and visit the courts, and this came up after one of the court  
6 visits, and they were, it seems to me at Atlanta, and they  
7 came back, and afterwards they called me and had me -- or  
8 actually they called me when they were down there to discuss  
9 the findings of their visit, and these issues came up, and  
10 again they asked me to put something out to all the  
11 interpreters.

12 Q. And what were the issues that they were asking you to --

13 A. One of them had to do, when they go in at the court  
14 administrator's window, when they check in, they could get --  
15 they could see the court docket, and they would pick that up,  
16 but then they weren't bringing it back in, and it had PII on  
17 it.

18 Q. Let me stop you. They meaning the interpreters?

19 A. The interpreters.

20 Q. Yeah.

21 A. Yeah, to make sure they didn't leave the court with this  
22 stuff, that it gets either turned in or shredded.

23 Q. Okay.

24 A. And then the other issue was equipment. They have --  
25 most of the courts have interpreting equipment where you put

1 on the headphones and the recorder, that kind of thing.

2 Q. Does SOSi provide that equipment?

3 A. No, the court does.

4 Q. Okay.

5 A. And part of the problem is some of the courts -- most of  
6 the courts have it, some of them don't. It's always in  
7 poor -- most -- we would always get complaints all the time  
8 that it was in poor working conditions. Some of the courts  
9 didn't require them to use it even though it was there, but  
10 we started getting complaints about them not properly  
11 charging the equipment when they were done with the hearing.

12 Q. Okay. And what, if anything, were you told by EOIR to  
13 do about that situation?

14 A. Tell them to make sure they charge this stuff and take  
15 care of it.

16 Q. Okay. And GC-16 is the blast email that you sent out?

17 A. Yes. This was a problem particularly in Chicago,  
18 although we got it from other offices as well, other courts.

19 Q. During your time, during that year -- well, let me ask  
20 you this. Was there a time when you ceased to kind of have  
21 responsibility for that DOJ contract?

22 A. Well, I stopped doing the assignments in January when we  
23 brought on a new coordinator, but I continued as the overall  
24 until probably August of 2016.

25 Q. Of 2016?

1 A. Yes.

2 Q. Okay. You mentioned bringing on a new coordinator. Who  
3 was that?

4 A. Haroon.

5 Q. Haroon Siddiqi?

6 A. Yes.

7 Q. And do you recall approximately when you brought him on?

8 A. I think it was sometime in January, maybe towards the  
9 end of January, mid-January.

10 Q. Did you work -- well, let me ask you this. I'll  
11 withdraw that.

12 Okay. So during that time, so we'll be talking about up  
13 until you sort of ceased to have any real responsibility,  
14 were there issues brought up to your attention by  
15 interpreters about getting through security or difficulties  
16 in getting into the courts?

17 A. Yeah, we had more than one complaint about that because  
18 sometimes it would take them a while to get through security,  
19 and they would complain that, you know, they've already gone  
20 through a background check, that they felt they should be  
21 able to just go through and go in the court. It would slow  
22 down how they would, you know, their ability to -- it would  
23 take extra time that they would have to allot just to get  
24 through the security process.

25 And there was one real complaint, I'm trying to remember

1 where it was, where it was -- the biggest problem was at the  
2 detention facilities, and there was one where the interpreter  
3 was complaining that she would get there and there would be  
4 nobody in the security office, and she'd have to sit and  
5 wait. And then when she got there, they would have to escort  
6 her to the -- to wherever the hearing room was. So they --  
7 she was again waiting. And then they'd take her there, and  
8 they'd leave her outside the door, and then the door to the  
9 courtroom would be locked, and she would be pounding on the  
10 door, she couldn't get in and, you know, then the judge would  
11 be all upset because the interpreter wasn't there. So I  
12 brought these issues up to Karen Manna.

13 Q. Okay. So what -- when you got these kind of complaints,  
14 you said you brought them up to Karen Manna or Manna.

15 A. Yes.

16 Q. How do you pronounce her name?

17 A. I always said Manna, but I'm not sure if it's Manna or  
18 Manna.

19 Q. But how did you bring them up to her? In person, by  
20 email?

21 A. Sometimes by phone, sometimes I'd send her an email,  
22 sometimes if we were over there for a meeting, I'd bring them  
23 up.

24 Q. Did you have regular meetings with Karen?

25 A. I wouldn't say -- well, at the beginning, every week we

1 had telephonic meetings with the whole team, with Karen and  
2 the contracting officer and Brett and Ray, all those from LSU  
3 would be on the call as well. And then we got it off the  
4 ground, transitioned, then they cut those meetings, and then  
5 periodically Martin and I would go over and sit down with  
6 them and go over some things, especially some of the  
7 processes we were using.

8 Q. With respect to this specific issue about getting  
9 through security and getting in the courtrooms, did you make  
10 any requests to Ms. Manna?

11 A. Yes, I did.

12 Q. And what did you ask?

13 A. Well, I explained what the problem was, but she said  
14 that's how it's always done, and they don't have any control  
15 over court security and how they run the courtrooms.

16 Q. Did SOSi have any control over court security?

17 A. None.

18 Q. Did issue ever arise about badges, not wearing badges or  
19 not having badges?

20 A. Yes, and there were people that -- the biggest issue  
21 with the badges happened at the detention facilities because  
22 if they showed up without a SOSi ID badge, they would not let  
23 them in, and then plus we would be penalized for not filling  
24 the case.

25 **(Respondent's Exhibit 21 marked for identification.)**



1 Q. Okay. If you'd look at what's marked in front of you,  
2 Respondent's 21. It's an email dated May 25, 2016.

3 MS. HADDAD: We have R-11. Is that -- oh, never mind.  
4 It was out of order.

5 MR. ROBERTS: You have that?

6 MS. HADDAD: Yeah, we have R-21.

7 Q. BY MR. ROBERTS: Okay. It's dated May 25, 2016.

8 A. Yes.

9 Q. Is that another blast email that you sent out?

10 A. Yes, it is.

11 Q. And it appears to address the badges at the bottom. Is  
12 that correct?

13 A. Yes, one second.

14 MR. ROBERTS: I'd offer Respondent's Exhibit 21?

15 MS. HADDAD: No objection.

16 MS. BRADLEY: No objection.

17 JUDGE ROSAS: Respondent's 21 is received.

18 **(Respondent's Exhibit 21 received in evidence.)**

19 Q. BY MR. ROBERTS: Ms. Thornton, there's a statement at  
20 the bottom, the bottom paragraph, that says our contract with  
21 EOIR, however, requires that each of you wear the badge while  
22 in court.

23 A. Um-hum. Yes.

24 Q. Is that -- that was your understanding that that was  
25 required?

1 A. It's actually in the security section of the contract  
2 that they have these badges.

3 Q. Okay. I want to ask you about the subject of relay  
4 cases. Do you know what a relay case is?

5 A. Yes, it's when we have -- there were some obscure  
6 languages where it was very difficult to find interpreters,  
7 especially qualified under this contract, to be able to  
8 interpret. So what we could find, though, is an interpreter  
9 who spoke that language but didn't speak English but also  
10 spoke Spanish. These were usually indigenous language, South  
11 America, and most of them were where they spoke that language  
12 and Spanish but not English.

13 So what we would have to do is send a relay interpreter  
14 and that would be a Spanish interpreter. So the first person  
15 would -- the first interpreter would interpret from the  
16 target language or from the actual language into Spanish, and  
17 then the next one would take Spanish into English. So you  
18 have two interpreters.

19 Q. Okay. At some point in time, did you have some  
20 communications with Ms. Hilda Estrada about the issue of  
21 relay cases?

22 A. Yes.

23 Q. And I don't need you to look at it, but do you recall  
24 those discussions.

25 A. Oh, yes.

1 Q. And can you just tell us in general what the subject or  
2 what the nature of the discussions were?

3 A. Well, it had to do with the pay because there was one  
4 particular instance where an interpreter who was working that  
5 morning and we assigned them to cover as a relay, because  
6 that case was only -- the next case was with the same judge,  
7 and it was in the morning. So this Spanish interpreter could  
8 cover the Spanish case first and then stay as the relay  
9 interpreter, and she refused to do that. And she felt she  
10 should be paid separately for that second relay case. So  
11 Hilda got involved and called me about it, and we had a  
12 lengthy discussion.

13 Q. And the best you can recall, what was discussed  
14 during --

15 A. Well, the issue was, you know, that Hilda was the one  
16 who was the spokesperson for everybody in California, and she  
17 was the one who insisted that the interpreters get paid half  
18 day and full day rates. Half day rate was up to 4 hours of  
19 work, and then if they were held over for the afternoon, they  
20 would get the full day rate. So what I explained to her was  
21 you can't have it both ways. You know, if you're working in  
22 the morning and you refuse to take a case, then don't work at  
23 all, but you can't pick and choose in terms of how you want  
24 to get paid. You get paid by the hour or you get paid half  
25 day/full day. So a half day is up to 4 hours. So if there

1 are two cases in the morning that the interpreter can cover,  
2 they're expected to work a half a day.

3 MS. BRADLEY: Excuse the interruption, Your Honor. Can  
4 we take a brief, off-the-record break?

5 JUDGE ROSAS: Sure. Let's take a few.

6 (Off the record from 9:38 a.m. to 9:41 a.m.)

7 JUDGE ROSAS: On the record.

8 Q. BY MR. ROBERTS: Ms. Thornton, I think we were speaking  
9 about relay cases, and you had described conversations with  
10 Ms. Estrada. To your knowledge, had SOSi ever paid twice for  
11 relay cases in the past?

12 A. No.

13 Q. I want to ask you about something known as team  
14 interpreting. Do you know what that concept is?

15 A. Yes. I think they used that in either the state or  
16 federal courts out there especially. It's where they would  
17 bring in two interpreters and they would only interpret for  
18 45 minutes, and then they kind of like tag teamed.

19 Q. Okay. Was there ever any issue brought to your  
20 attention about the lack of team interpreting?

21 A. Yes, mainly from the California group, but I mean it's a  
22 good idea because this is very exhausting work. It's very  
23 taxing, but there was no provision to do that with this  
24 contract. And the judges would probably not allow it either  
25 because the judges, even if --

1 MR. LOPEZ: Objection. Speculative.

2 JUDGE ROSAS: Hold on.

3 THE WITNESS: This isn't speculative.

4 JUDGE ROSAS: All right. Hold on. Okay. Testimony  
5 with respect to you say by the judges, we don't have any  
6 testimony on that previously.

7 MR. LOPEZ: No, we don't.

8 JUDGE ROSAS: Do you have a recollection about that,  
9 Mr. Roberts?

10 MR. ROBERTS: No, I wasn't trying to elicit that, about  
11 what the judges would or would not say.

12 JUDGE ROSAS: We had extensive testimony regarding team  
13 interpreting, procedures by the staff interpreters, situation  
14 encountered by the contract interpreters or SOSi  
15 interpreters. I'm trying to figure out if this matters. All  
16 right. Let's stop your answer at that point. Mr. Roberts  
17 will pick up. You have what she's articulating.

18 MR. ROBERTS: Yeah, I'm going to move -- I'll ask a  
19 different question.

20 JUDGE ROSAS: Okay.

21 Q. BY MR. ROBERTS: So did you -- you said this issue came  
22 up. Do you remember actually discussing it with  
23 interpreters?

24 A. Yes, I did.

25 Q. Okay. And was that by phone, by email? How?

1 A. Probably phone.

2 Q. Okay. And do you remember specifically who you  
3 discussed it with?

4 A. No.

5 Q. Okay. What reason, if any, did you give them for not  
6 having team interpreting?

7 A. Because there was no provision for it in the contract  
8 and, in fact, if an interpreter worked the morning case with  
9 a particular judge, the judge would insist on that same  
10 interpreter come back in the afternoon if the case ran  
11 longer, even though they were only contracted for half a day.  
12 And if they didn't come back -- they didn't want a different  
13 interpreter because they were already familiar with the case.

14 Q. Thank you. I want to move now to the time frame of mid  
15 to late August of 2016. The record reflects some emails from  
16 you to certain interpreters, including Hilda Estrada, Jo Ann  
17 Gutierrez Bejar, Maria Portillo, Kathleen Morris, and maybe  
18 one other, in which they were told they would not be offered  
19 new contracts. Do you recall that?

20 A. Yes.

21 Q. And what was the -- were you involved in the decision  
22 not to extend those contracts?

23 A. Yes, I was.

24 Q. And what was the reason?

25 A. The reason was that up to that point, we felt that we

1 had bent over backwards to help these people, to give them as  
2 many cases as we could, to work with them, and they were  
3 constantly working against the interest of the Company.  
4 Aside from public statements, they were rallying interpreters  
5 across the country with allegations that weren't true, things  
6 that they didn't know about, and trying to work against the  
7 Company constantly, and I couldn't understand why they should  
8 continue to be rewarded with more work when they were pretty  
9 much trying to sabotage what we were doing.

10 Q. Okay. Does SOSi have other contracts that are like with  
11 companies and things like that?

12 A. Well, all our contracts are government contracts. We  
13 have some contracts with other companies.

14 MR. ROBERTS: I'll withdraw that.

15 Q. BY MR. ROBERTS: Just one point of clarification.  
16 Earlier you mentioned -- you used the term "consulting  
17 agreement." Were you talking about the contracts with the  
18 interpreters?

19 A. Yes, the Independent Consulting Agreements.

20 MR. ROBERTS: Okay. I don't have any other questions.

21 JUDGE ROSAS: Cross-examination.

22 MS. HADDAD: Your Honor, can we have 15 minutes, please?

23 **JUDGE ROSAS: Sure. Okay. We're going to take a recess**  
24 **off the record.**

25 **(Off the record from 9:47 a.m. to 10:30 a.m.)**

1           **JUDGE ROSAS: On the record.**

2                           **CROSS-EXAMINATION**

3   Q.   BY MS. HADDAD: Good morning.

4   A.   Good morning.

5   Q.   Aside from the excitement of the fire drill, my name is  
6   Lara Haddad, and I will be asking you a couple of questions.  
7   You testified that when you started working for SOSi, they  
8   were already in the process of bringing over interpreters,  
9   but they had not yet started the contract, their obligations  
10  under the contract for EOIR. Is that right?

11  A.   No, I said that they hadn't started full execution, but  
12  they were working in two different -- I think two different  
13  courts, Baltimore and Philadelphia --

14  Q.   Okay.

15  A.   -- beginning in September.

16  Q.   Well, the California Courts, in particular, they hadn't  
17  started?

18  A.   No, not until December 1st.

19  Q.   Okay. Are you aware that most of the interpreters in  
20  California or most of the interpreters actually nationwide  
21  had come from Lionbridge? They were Lionbridge incumbents.

22  A.   Yes.

23  Q.   So they previously worked at the EOIR Courts?

24  A.   Correct.

25  Q.   Do you know whether there was a range of years that they



1 had worked -- scratch that.

2 You testified that you helped coordinate cases in the  
3 beginning, in the first couple of months, right?

4 A. Mostly middle of December to -- sometime in December  
5 until probably -- if I had to guess, I'd say like the middle  
6 of January.

7 Q. So December 2015 to January 2016?

8 A. Correct.

9 Q. Middle of December.

10 A. Yes.

11 Q. Were there a lot of Spanish cases in California that had  
12 to be coordinated?

13 A. Oh, yes.

14 Q. And you testified that you worked with several  
15 California interpreters, SOSi interpreters to get those court  
16 cases assigned. Is that right?

17 A. Well, I worked with all of them.

18 Q. To get them --

19 A. To get them assigned, yes.

20 Q. And you testified that you got some assistance from SOSi  
21 interpreters because they were there all the time. They were  
22 at the EOIR Courts.

23 A. Well, it was mainly through Angel or -- I would send --  
24 if I was stuck for a particular case, a last minute type  
25 thing, I would get in touch with Hilda, Angel, and Diana and

1 let them know that we needed someone to cover a particular  
2 case that was coming up, you know, either the next day or  
3 that day, to see if anyone was over there that could cover  
4 it.

5 Q. Right. I believe your testimony under direct was the  
6 reason you went with these three interpreters was because  
7 they were there every day, correct?

8 A. Well, that's not the reason I went with them. They were  
9 there every day.

10 Q. Okay. So it is your testimony that they were there  
11 every day?

12 A. Pretty much.

13 Q. Okay. And that means regular working hours? They  
14 weren't there outside of when cases were not being heard,  
15 right?

16 A. I don't know that because I wasn't on site.

17 Q. Okay.

18 A. I had heard that they were there sometimes when there  
19 weren't cases being heard.

20 Q. Okay.

21 A. But I don't know that for a fact.

22 Q. Okay. When you testified about relay cases, you  
23 testified that interpreters are not paid for doing separate  
24 relay cases in the same period of time that they've already  
25 been assigned to work cases. Is that right?

1 A. Well, they were paid for a half day of work or a full  
2 day of work.

3 Q. Right. So yes or no. If an interpreter was assigned to  
4 a relay case to one of the periods of time where they were  
5 already assigned work, they were not paid extra for that  
6 relay case. Is that right?

7 A. No, because they were already getting paid for a half a  
8 day.

9 Q. You mentioned it's very difficult to do interpreting  
10 work. Did any interpreter tell you that relay cases are even  
11 more difficult than regular cases?

12 A. No.

13 Q. Okay. But interpreters are not based on the type --  
14 scratch that.

15 Regarding team relays, there's nothing in the prime  
16 contract between SOSi -- or excuse me, team interpreting,  
17 there's nothing in the contract between SOSi and the DOJ that  
18 prevents team interpreting. Yes or no?

19 A. No, but they don't pay for it either.

20 Q. Just yes or no is fine.

21 A. No.

22 Q. Thank you. In fact, are you aware that SOSi  
23 interpreters regularly relieved staffing interpreters during  
24 the period of time when they were assigned to work at the  
25 EOIR?

1 A. Well, that was another rub with them because --

2 Q. Yes or no.

3 A. I don't know about relieve, but I do know that most of  
4 the -- some of the court had staff interpreters, and if the  
5 staff interpreter was not available for a case, the court  
6 administrator would pull somebody that was there and send  
7 them to cover a case.

8 Q. Thank you.

9 A. I don't know about relief.

10 Q. You testified that one of the reasons that -- there were  
11 the seven interpreters whose contracts were not renewed  
12 because they were -- for various reasons. Did any of those  
13 seven ever say that they wanted SOSi to lose the prime  
14 contract with the DOJ? Yes or no.

15 A. I don't know. They said that often we were going to  
16 lose it.

17 Q. Did any of them ever say that they wanted SOSi to lose  
18 the prime contract with the DOJ?

19 A. Not to me.

20 Q. Okay. Did any of them tell you that they didn't want to  
21 keep working at the EOIR Courts?

22 A. No.

23 Q. Didn't many of those interpreters help with the  
24 coordination of cases in December of 2015 and January 2016?

25 A. Not many. With assignment of cases?

1 Q. Help with filling availability.  
2 A. Well, they all filled availability --  
3 Q. Okay.  
4 A. -- based on their availability.  
5 Q. Did any of them prior to being told that their ICAs were  
6 not -- that their contracts were not going to be renewed stop  
7 showing up for cases?  
8 A. There were a number of them that walked out.  
9 Q. I said prior to being told that their --  
10 A. Yes.  
11 Q. -- ICAs were not going to be renewed?  
12 A. Yes.  
13 Q. Do you have proof of that?  
14 A. You would have to go back through the records, but they  
15 staged a protest and --  
16 Q. Before being told?  
17 A. Yes.  
18 Q. Prior to being told that they were not going to have --  
19 A. Yes.  
20 Q. Okay. Do you remember what date you told interpreters  
21 they would not have their contracts renewed?  
22 A. It was sometime in either -- it was probably in late  
23 August.  
24 Q. Okay. Prior to the determination made by SOSi not to  
25 renew the seven interpreters' ICAs, had you received

1 complaints about the quality of the work for any of the seven  
2 of them?

3 A. Yes.

4 Q. Did you bring this up?

5 A. Of the seven?

6 Q. Of the seven?

7 A. I can't remember who the seven were.

8 **(General Counsel's Exhibit 292 marked for identification.)**

9 Q. BY MS. HADDAD: Here, I'd actually like to show you  
10 what's been marked as GC Exhibit 292. This is a series of  
11 emails that was provided pursuant to document production. So  
12 if you turn to the last page, there's a list of the seven  
13 there. So on this last page, you were cc'd on this email.  
14 Are those the seven, do you recall?

15 A. Yes.

16 Q. Do you recall receiving any complaints about the quality  
17 of their work performance in the determination not to renew  
18 their contracts?

19 A. Yes. Do you want me to go through what the issues were?

20 Q. No. Did you recall telling them what these issues were?

21 A. Yes.

22 Q. Did you explain to them that these were the reasons that  
23 they were not going to be renewed --

24 A. No.

25 Q. -- that their contracts were not going to be renewed?

1 A. No. We had had these discussions prior to that.

2 Q. Did you report anything to SOSi regarding the quality of  
3 their work? Do you have any complaints that you received  
4 from EOIR? Would they have been provided to Respondent --  
5 the Respondent's counsel?

6 A. Say this again.

7 Q. Any complaints that you received from the EOIR about the  
8 quality of these interpreters' work, would you have provided  
9 them to Respondent's counsel?

10 A. I would imagine anything that I could find on any of  
11 them I provided.

12 MS. HADDAD: Okay. Thank you. Your Honor, nothing  
13 further.

14 JUDGE ROSAS: Charging Party?

15 **CROSS-EXAMINATION**

16 Q. BY MS. BRADLEY: Good morning, Ms. Thornton.

17 A. Good morning.

18 Q. You had testified earlier on direct regarding an issue  
19 that arose with escorts at the detention facilities. Do you  
20 recall that?

21 A. Yes.

22 Q. And do you recall which locations these issues arose at?

23 A. No, because I mean we've got a number of them, and I  
24 don't remember which courts they were, but most of them were  
25 detention facilities.

1 MS. BRADLEY: No further questions of this witness, Your  
2 Honor.

3 MS. HADDAD: Your Honor?

4 JUDGE ROSAS: Redirect?

5 MS. HADDAD: Your Honor, can I just ask -- move to admit  
6 Exhibit GC-292.

7 MR. ROBERTS: No objection.

8 JUDGE ROSAS: GC-292 is received.

9 **(General Counsel's Exhibit 292 received in evidence.)**

10 JUDGE ROSAS: Any redirect?

11 MR. ROBERTS: No.

12 JUDGE ROSAS: Okay. Thank you, ma'am. You're excused.  
13 Please do not discuss your testimony with anyone until you're  
14 advised by counsel that the case is closed. Thank you very  
15 much.

16 **(Witness excused.)**

17 JUDGE ROSAS: Okay. Off the record.

18 **(Off the record at 10:42 a.m.)**

19 JUDGE ROSAS: Okay. On the record.

20 Resumption in the matter of Ms. Hatchette's testimony.  
21 I remind you, you're still under oath.  
22 (Whereupon,

23 **JESSICA HATCHETTE**

24 was recalled as a witness by and on behalf of the General  
25 Counsel and, having been previously duly sworn, was examined



1 and testified as follows:)

2 **DIRECT EXAMINATION (cont.)**

3 Q. BY MS. HADDAD: Good morning.

4 A. Good morning.

5 Q. You testified yesterday that SOSi stopped using the code  
6 of business ethics a few months after you became the  
7 procurement manager, right?

8 A. A few months after I took on the project.

9 Q. You took on the SOSi project.

10 A. Um-hum.

11 Q. Did you ever tell interpreters that the business code no  
12 longer applied?

13 A. No, because --

14 Q. No is fine.

15 A. No.

16 Q. I'd like to show you what's already been admitted as GC  
17 Exhibit 46 and 47, and I have copies for people. Do you know  
18 who Flora Tang (ph.) is?

19 A. Yes.

20 Q. And does she work under you?

21 A. She was a temp that worked for the procurement  
22 department.

23 Q. Did she have authority to send emails from the DOJ IC  
24 mail address?

25 A. Yes.

1 Q. Okay. And what's the date on GC Exhibit 46?

2 A. May 17, 2016.

3 Q. And the date on GC Exhibit 47?

4 A. June 21, 2016.

5 Q. Thank you. I'd like to talk to you about the data  
6 breach, that spreadsheet that was sent out. I believe it's  
7 Respondent's -- I don't know the number but --

8 MS. HADDAD: Do know what the number is?

9 MR. ROBERTS: To what?

10 MS. BRADLEY: Respondent's Exhibit 17.

11 Q. BY MS. HADDAD: Yeah, Respondent's Exhibit 17. Do you  
12 have a copy of that spreadsheet still up there?

13 A. Yes, I do.

14 Q. So to reiterate, looking at this spreadsheet, it doesn't  
15 show what -- without knowing Ms. Espinoza's IP address, it  
16 doesn't show which link -- what she actually downloaded,  
17 right?

18 A. This does not.

19 Q. Okay.

20 A. The --

21 Q. That's fine. Thank you. This link that was sent out  
22 with Ms. Walker's information, how many interpreters were  
23 sent this link?

24 A. I have no idea.

25 Q. Okay. Do you know if -- you testified yesterday that

1 Ms. Espinoza called you and asked you to send the link again.

2 A. Yes.

3 Q. So do you know whether this was the only link that she  
4 had received from SOSi before she called you?

5 A. Related to this RFQ?

6 Q. Yes.

7 A. Yes.

8 Q. Okay. So the only link that she received from SOSi was  
9 the faulty link, correct?

10 A. Well, I don't know if that's the only link she received  
11 was a faulty link. I know that she received a faulty link.

12 Q. Okay. Yesterday I believe you testified that when it  
13 was discovered that Ms. Walker's information was available,  
14 you said it was a feeding frenzy. Is that right?

15 A. Yeah.

16 Q. Are you aware that it was interpreters who had alerted  
17 Ms. Walker that her -- to the fact that her information was  
18 available?

19 A. I believe so.

20 Q. Are you aware that it was actually Ms. Hilda Estrada who  
21 was one of the interpreters --

22 A. Yes --

23 Q. -- that informed her?

24 A. -- I do know that.

25 **(General Counsel's Exhibits 293 and 294 marked for**

1 **identification.)**

2 Q. BY MS. HADDAD: I'd like to refer you to what has been  
3 marked as GC Exhibit 293. If you could please turn to the  
4 third page. On your email --

5 MS. HADDAD: Your Honor, I move to admit GC Exhibit 293  
6 and 294.

7 MR. ROBERTS: Let me have a minute to look at it.

8 No objection.

9 JUDGE ROSAS: 293 and 294 are received.

10 **(General Counsel's Exhibits 293 and 294 received in**  
11 **evidence.)**

12 Q. BY MS. HADDAD: For Exhibit 293, will you please turn to  
13 the second to last page?

14 A. Yep.

15 Q. This email in the middle dated September 19, 2016, at  
16 11:20 a.m., I believe you sent this to Mr. Iwicki, and it  
17 appears that it's been forwarded on at that point. At the  
18 time you opened this email, had you yet sent out a response  
19 to all of the interpreters concerning this document breach?

20 A. Probably not based on what I wrote here.

21 Q. Okay. And referring back to Respondent's Exhibit 17, it  
22 appears that these links were first accessed on September 18,  
23 2016. Is that correct?

24 A. I'm not --

25 Q. Based on the dates, if you see it.

1 A. Yeah, 9/18.

2 Q. Thank you. I'd like to refer you to what's been marked  
3 as GC Exhibit -- excuse me -- has already been admitted, GC  
4 Exhibits 103 and 105. Do you know approximately how many  
5 interpreters were sent the Maria Elena Walker link? I'm  
6 sorry if I've already asked that. I don't recall.

7 A. I don't remember how many.

8 Q. It was more than just Ms. Espinoza, right?

9 A. I believe so.

10 Q. Okay. You testified yesterday that when you spoke to  
11 Ms. Espinoza on the phone, she had been less than forthcoming  
12 about having shared her link, and you testified that you  
13 spoke with her after you knew about the breach. Is that  
14 correct?

15 A. Yes.

16 Q. Okay. If you'd refer to GC Exhibit 103. Did you write  
17 this letter -- this email?

18 A. I was part of the drafting of it, but I did not  
19 independently write it. It was written by outside counsel.

20 Q. The first line states that "SOSi's IT department has  
21 been tracing your unique request for quote email link." It  
22 doesn't -- nowhere in this email it mentions the words "Maria  
23 Elena Walker"? Yes or no.

24 A. No, it doesn't.

25 Q. And, in fact, further you state that -- the second line

1 states that shared -- "improperly forwarded and shared this  
2 link with other third parties, despite clear instructions not  
3 to do so." Those clear instructions refer to the first line,  
4 right, the unique request for quote email link.

5 A. I believe so, yes.

6 Q. So interpreters were told not to share their own links.  
7 Is that right?

8 A. Correct, it was unique for them.

9 Q. Okay. And then when you spoke with her -- scratch that.  
10 If you could refer to GC Exhibit 105. Are you aware that  
11 Ms. Espinoza's former coordinator reached out to her as one  
12 of her most reliable interpreters to offer her a job in  
13 October of 2016?

14 A. I --

15 MR. ROBERTS: Objection. I don't think she offered her  
16 a job.

17 JUDGE ROSAS: Hold on. Which exhibit?

18 THE WITNESS: 105.

19 MS. HADDAD: 106, Your Honor -- 105, I'm sorry.

20 THE WITNESS: No.

21 Q. BY MS. HADDAD: To be clear -- I'll clarify. Wasn't  
22 offered a job. It was offered an option to negotiate. Do  
23 you know who Ms. Farrow (ph.) is?

24 A. I know who Ashley is, yeah.

25 Q. And she's a court -- her region includes San Francisco.

1 A. She's a regional coordinator. I don't know what her  
2 region is.

3 Q. Okay. Thank you. SOSi's sole business vis-à-vis the  
4 DOJ -- with the prime contract for EOIR is providing  
5 interpreting and translating services to EOIR. Is that  
6 right?

7 A. Yes.

8 Q. And you testified yesterday that when you first started  
9 working, the first couple of months, it was -- you were  
10 working 80-hour weeks or something similar, right?

11 A. Not when I first started, no.

12 Q. Oh, when you -- when was it that it was the 80-hour  
13 weeks?

14 A. During the renewals in 2016 and again in 2017.

15 Q. Okay. And you testified yesterday that in 2016, when  
16 you sent out the RFQs, you got lots of nonresponsive ones  
17 that came back and you were dealing with back and forth on  
18 that, right?

19 A. Yes.

20 Q. And the nonresponsive -- they were nonresponsive for,  
21 among other reasons, they went over the max rate or they had  
22 proposed a half day/full day rate. Is that correct?

23 A. Yes.

24 Q. You also testified that one interpreter, Angel Garay,  
25 managed to negotiate higher rates because he did a little

1 more work in Los Angeles. Is that right?

2 A. Yes.

3 Q. And he is a liaison. Is that correct?

4 A. He's a liaison, yes.

5 Q. Okay. I'd like to refer you to what's been marked as

6 Joint Exhibit (gg). It should be a separate packet on its

7 own there. It's quite large and has a lot of spreadsheets.

8 (ggg), triple g. I apologize.

9 A. Got it.

10 Q. Okay. I don't know if you've seen this document before.

11 Have you seen this document before?

12 A. I've seen versions of things that look like it. I'm not

13 sure if it's this exact document.

14 Q. Okay.

15 A. This looks like the original ready-to-work list.

16 Q. Okay. Well, the date for this one is after September

17 2017 to 2018.

18 A. Oh, it must have been -- this is probably an Excel from

19 the database then.

20 Q. Okay. I believe that you testified yesterday that lots

21 of interpreters did negotiate half day/full day rates. Is

22 that right? Is that your recollection?

23 A. At the beginning? Yeah.

24 Q. Okay. For the 2016 -- for after RFQs were issued. Is

25 that right?



1 A. In 2016 I think there were a few that negotiated half  
2 day/full day, but they were mostly hourly in 2016.

3 Q. Okay. And 2017 is that your experience as well?

4 A. I don't know of anybody who received new agreements with  
5 half day/full day in 2017.

6 Q. Okay.

7 A. To my recollection, I don't remember anybody signing up  
8 to that.

9 Q. Okay. I'd like you to take a look at Part B. It's  
10 divided into four parts. It starts with page 42.

11 A. Yep.

12 Q. If you will turn to page 8 -- If you'll note the first  
13 page of Part B, this is divided up by who earns half day  
14 rates and full day rates, columns E and F. Do you see that  
15 there?

16 A. Yep.

17 Q. Okay. Will you turn to page 87 of Part B? This appears  
18 to be where the Spanish language interpreters for California  
19 begins at number 879. Is that right?

20 A. Sorry. What page was it?

21 Q. 87 -- 0087.

22 A. 87. And Spanish language interpreters, they start at --  
23 for California, they start at number 879. Is that right?

24 A. I don't know all the names of the Spanish interpreters  
25 in California. So I couldn't confirm that, but I do see --

- 1 oh, sorry.
- 2 Q. It does say CA Spanish next to it.
- 3 A. Oh, okay. That's right.
- 4 Q. And that goes for several pages to page 89, to number  
5 936. Is there any interpreter there that's Spanish language  
6 for California that's designated as earning half day/full day  
7 rates?
- 8 A. Based on this spreadsheet, I don't see any.
- 9 Q. Okay. And I'd like you to turn to Part C which starts  
10 at page 107, and does this look like it reflects the hourly  
11 breakdown, the qualified uncommon hourly and qualified --
- 12 A. Yes.
- 13 Q. Okay. And it looks like row I is Spanish hourly  
14 qualified. Is that right?
- 15 A. Yep.
- 16 Q. Okay. If you'll please turn to page 133. If you look  
17 at row -- starting at 879, that's again with Angel Carlos,  
18 California Spanish.
- 19 A. Yep.
- 20 Q. And so this I believe reflects the rates of Spanish  
21 language California interpreters for the current year from --  
22 and it goes from 879 to -- several pages over to 135. Is  
23 that right?
- 24 A. Yeah, that appears to be correct.
- 25 Q. Just take a moment. Is Angel Garay, is he the highest

1 earning -- does he have the highest wage rate of all the  
2 Spanish California interpreters on this list?

3 A. I don't know where he is. I know he's at like \$50 an  
4 hour. Off the top of my head, I remember that.

5 Q. I believe actually if you look at page 134, row 894, he  
6 makes 51 an hour.

7 A. Okay. He appears to be the highest, yeah. There's some  
8 that are 50 but --

9 Q. Okay.

10 A. -- yep.

11 Q. Thank you. Do you know if there are any other liaisons  
12 in the Los Angeles Court?

13 A. I don't know any of the liaisons. There's like a  
14 handful that I remember their names, and I just know Angel's  
15 the only one that I know of in that area.

16 Q. Okay.

17 A. But I'm not familiar with the -- I know there's a list  
18 of like 35 that we have used, but I don't know their names.

19 Q. Okay. Now, you testified that travel rates are no  
20 longer individually negotiated, right?

21 A. For the new ICAs? No.

22 Q. Okay. And I believe you testified --

23 A. That's not exactly true because I know the regional  
24 coordinators are still negotiating travel rates outside the  
25 ICAs, but that's --

1 Q. But as part of the new ICAs, there's not. It's not  
2 individually negotiated, right?

3 A. They still do it though. The practice still exists. So  
4 even though the ICA is supposed to be fixed on the rate, I  
5 know that when regional coordinators book rates with  
6 interpreters, oftentimes those rates get negotiated at the  
7 work order level. That's against what I would like to have  
8 happen, but yeah.

9 Q. Yesterday I asked you if you knew the number of Spanish  
10 language cases in California, and you stated that you didn't  
11 know off the top of your head. I'd like to refer you to  
12 what's been marked as JX-1(d). It's the 004 modification.

13 A. Sorry. Do you know what page?

14 Q. Do you have it, 1(d)?

15 A. It says 1(d), but this says Mod 2.

16 Q. Oh, I'm sorry. That's just referring to the packet. If  
17 you go to page 3 -- if you go to page 279, it's Attachment 4  
18 to the newest modification of the contract. So this states a  
19 list of language of cases by location and hours worked for  
20 June 2014 to May 2015. It's been a part of every contract.  
21 I'd like you to take a look at JX page 334.

22 A. Okay.

23 Q. I'm sorry, 333. This is for Los Angeles 3, hearing  
24 location LA3.

25 A. Um-hum.

1 Q. If you'd turn over to the next page to, for Spanish, it  
2 states the number of orders and the number of work hours  
3 worked. Do you have any reason to believe that those numbers  
4 have significantly changed?

5 A. Yes, I do. When I've been in meetings with Charles  
6 O'Brien, he pulls up total case numbers for the month, and  
7 they've been increasing.

8 Q. So they've been higher than this?

9 A. Well, I don't know if they've been higher than this  
10 because I haven't seen what Spanish is supposed to be versus  
11 what it is. I just know the total number of cases on the  
12 program have increased.

13 Q. Okay. And so if you'd turn to page 336, for the Los  
14 Angeles, California designation, if you turn over to Spanish,  
15 it's LOS, which is page -- if you turn over to page 339,  
16 where it says Spanish at the top --

17 A. Um-hum.

18 Q. -- you would have no reason to believe that those  
19 numbers of orders and total hours worked have decreased based  
20 on your meetings with Mr. O'Brien?

21 A. I wouldn't know.

22 Q. Okay.

23 A. I don't know where the increases and decreases happen.  
24 I know there was more increases at certain detention centers  
25 in Colorado because they were shifting detainees to Colorado.

1 Q. Okay.

2 A. But the specific -- those were the details I remember,  
3 but we never really talked about Spanish and California  
4 specifically in terms of increases or decreases.

5 Q. Okay. Thank you. There's nothing in the DOJ prime  
6 contract with SOSi that requires SOSi hire independent  
7 contractors, right?

8 A. I don't think so.

9 Q. Okay.

10 A. I don't -- I know there's a definition in the contract.

11 Q. There's nothing that requires SOSi to hire independent  
12 contractors, right?

13 A. I don't think so. Not based on what I remember.

14 Q. Okay. You testified yesterday that you spoke to the  
15 contracting officer. You said her name was Pam.

16 A. I think it was Pam at the time.

17 Q. Is that Pam Pilz?

18 A. That sounds right. There was a changeover, and I can't  
19 remember who was the contracting officer that actually  
20 responded. It happened through an email. I didn't call the  
21 person. We have an email communication with them.

22 Q. You testified about the fair and reasonable standard for  
23 the Federal Acquisition Regulations yesterday?

24 A. Yes.

25 Q. And your testimony was based on your opinion and

1 experience, right? You're not a legal expert on FAR, right?

2 A. I'm not a lawyer.

3 Q. Okay.

4 A. But I've received extensive training on --

5 Q. It was based on your opinion and experience, right?

6 A. Yes.

7 Q. Under FAR, there's no cap on what contractors pay their

8 subcontractors, right?

9 A. Correct.

10 Q. And there's no cap in the DOJ prime contract as to what

11 SOSi pays its interpreters?

12 A. Correct.

13 Q. Okay. There's also no phrase "flow down" in the prime

14 contract, right?

15 A. Well --

16 Q. Just the phrase itself, "flow down clause," it doesn't

17 say those words, right?

18 A. It's not -- maybe it's not phrased as flow down, but --

19 Q. I'll ask a follow-up.

20 A. Okay.

21 Q. So -- but when the phrase is used, it's your choice,

22 right, or it's commonly used in the contracting industry?

23 A. Yes, it's vernacular.

24 Q. But -- so any provisions that are mandated to apply to

25 interpreters specifically say so in the contract, right? In

1 the prime contract.

2 A. That are mandated, yes.

3 Q. Okay. And there's nothing in the prime contract that  
4 recommends that certain clauses that are not mandated must be  
5 applied or should be applied to interpreters, correct?

6 A. Correct.

7 MS. HADDAD: Okay. Nothing further.

8 JUDGE ROSAS: Charging Party?

9 **DIRECT EXAMINATION**

10 Q. BY MS. BRADLEY: Good morning, Ms. Hatchette.

11 A. Good morning.

12 Q. You testified yesterday, I believe, that you checked the  
13 rates that had been paid to interpreters in the past in  
14 response to interpreters claiming that they were entitled to  
15 higher pay or were attempting to negotiate for higher pay.  
16 Do you recall that?

17 A. I -- when I was talking about market rates? Yes.

18 Q. And is it your testimony that the rates in that database  
19 that you consulted came from the agreements with the  
20 interpreters, correct?

21 A. I'm sorry. I think we're --

22 Q. Let me rephrase.

23 A. Okay.

24 Q. You had testified that the -- that you consulted a  
25 database to check previous rates, correct?



1 A. Oh, you're talking about in the case where one  
2 interpreter told me that they should have a higher rate  
3 because another interpreter had that rate? Yes.

4 Q. Yes.

5 A. In that case, I checked the master database.

6 Q. Okay. And the source of the figures or rates in that  
7 database was the agreements with the interpreters.

8 A. Correct.

9 Q. And you had testified yesterday regarding relationships  
10 that SOSi sought with companies such as Metlang,  
11 LanguageLine, and I believe there were several other  
12 companies --

13 A. Yes.

14 Q. -- that were listed yesterday. And did SOSi ever pay  
15 any of those companies?

16 A. No.

17 Q. So SOSi did not make payments to Metlang?

18 A. No.

19 Q. Okay. And did not make payments to any of the other  
20 companies that were discussed?

21 A. Right.

22 Q. You testified yesterday regarding your knowledge of the  
23 interpreters' communications through WhatsApp chat. Do you  
24 recall that?

25 A. Yes.

1 Q. And did you review the actual messages from the WhatsApp  
2 chat?

3 A. I received screenshots from interpreters showing me what  
4 was posted to WhatsApp by other interpreters.

5 Q. And how did you verify that a link from Rosario Espinosa  
6 had been posted in the WhatsApp chat?

7 A. I didn't verify that.

8 Q. Okay.

9 A. I think it was Hadeza (ph.) --

10 Q. That's fine. And you investigated the data breach that  
11 we discussed yesterday, correct?

12 A. Yes.

13 Q. And you determined that the data breach resulted from a  
14 link that was sent by someone at SOSi, correct?

15 A. Correct.

16 Q. Did you determine who sent that link?

17 A. We couldn't determine that.

18 Q. And as part of your investigation, you concluded that  
19 some documents had been downloaded from the link that was  
20 circulated, correct?

21 A. There were multiple links. So it wasn't just one. It  
22 was multiple links, and I determined for each of the bad  
23 links that documents were downloaded, yes.

24 Q. And did your investigation reveal what happened to those  
25 documents after they were downloaded?

1 A. No.

2 MS. BRADLEY: No further questions of this witness, Your  
3 Honor.

4 JUDGE ROSAS: Cross.

5 **CROSS-EXAMINATION**

6 Q. BY MR. ROBERTS: What experience and training do you  
7 have on the FARs?

8 A. So my first boss was a contracts attorney, and I  
9 received extensive training in that process. My second boss  
10 was a contracts attorney, and so I mean it's 15 years of  
11 basically dealing with just the FAR. Many of the CFRs deal  
12 with acquisition. CFR2 which deals with grants, I'm a  
13 subject matter expert there. I'm a subject matter expert in  
14 the FAR and DFARs and much of the other agency supplements,  
15 including the intelligence supplements. I have a top secret  
16 clearance, and I've received extensive training through many  
17 different programs throughout my 15-year career. I'm also a  
18 certified professional contracts manager, which is through  
19 the National Contracts Management Association, which tests  
20 you on your knowledge of the UCC, which is the Uniform  
21 Commercial Code, and the Federal Acquisition Regulation, and  
22 a certified federal contracts manager through National  
23 Contracts Management Association, which specifically tests on  
24 the FAR. So that's where my knowledge from the FAR comes  
25 from.

1 Q. All right. Thank you. You were asked a question, and  
2 you stated that you did not -- that once the code of business  
3 ethics was deleted from the packages, that you did not tell  
4 anyone who had already received one that it was no longer  
5 applicable, and you were going to say why. Why did you not  
6 do that?

7 A. Well, it was applicable to those who had it in their  
8 contract. Until we got to the point where we modified their  
9 contracts, to remove it, through an official modification,  
10 then it was still in there. The email that I looked at from  
11 Flora Tang, Flora was a temp, and her job was to go through  
12 and find all of the missing attachments that interpreters had  
13 not provided as part of the overall package and complete  
14 those. So in the cases where interpreters had the old  
15 agreements that still included it, she was requesting that as  
16 part of just completing the documentation for the file.

17 Knowing that, we had a new agreement that would  
18 supersede the old agreements, and either through modification  
19 or through giving them a new agreement, the next version  
20 would not have the code of ethics in it.

21 MR. ROBERTS: All right. That's all I have.

22 JUDGE ROSAS: Any follow-up?

23 MS. HADDAD: No, Your Honor.

24 JUDGE ROSAS: Thank you, ma'am. You're excused.

25 THE WITNESS: Thank you.

1 JUDGE ROSAS: Please don't discuss your testimony with  
2 anyone until advised by counsel that the record in the case  
3 is closed.

4 THE WITNESS: Thank you.

5 JUDGE ROSAS: Have a good day.

6 **(Witness excused.)**

7 JUDGE ROSAS: Okay. All right. Any other witnesses?

8 MR. ROBERTS: The next one is going to be here at 1:30.

9 JUDGE ROSAS: Okay. And -- all right. Let's go off the  
10 record.

11 **(Whereupon, at 12:01 p.m., a lunch recess was taken.)**

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1                   **A F T E R N O O N   S E S S I O N**

2   **(Time Noted:   1:31 p.m.)**

3           **JUDGE ROSAS:   On the record.**

4           Next witness.

5           MR. ROBERTS:   Respondent calls Haroon Siddiqi.

6           JUDGE ROSAS:   Sir, come on up here.   Please raise your  
7 right hand.

8           (Whereupon,

9                                   **HAROON SIDDIQI**

10          was called as a witness by and on behalf of the Respondent  
11          and, after having been first duly sworn, was examined and  
12          testified as follows:)

13          JUDGE ROSAS:   Please have a seat.   State and spell your  
14          name.

15          THE WITNESS:   First name is Haroon, H-a-r-o-o-n.   Last  
16          name is Siddiqi, S-i-d-d-i-q-i.

17          JUDGE ROSAS:   Provide us with an address.

18          THE WITNESS:   Where I live or where I work?

19          JUDGE ROSAS:   Business is fine.

20          THE WITNESS:   1881 Campus Commons Drive, Suite 500,  
21          Reston, Virginia 20191.

22          JUDGE ROSAS:   Okay.

23                                   **DIRECT EXAMINATION**

24          Q.    BY MR. ROBERTS:   Mr. Siddiqi, are you employed by SOSi?

25          A.    Yes, I am.

1 Q. And how long have you worked for SOSi?

2 A. I've been working with SOSi since December of 2015.

3 Q. What did you have -- is that when you -- what is your  
4 position at this point?

5 A. My position with SOSi is regional coordinator.

6 Q. And have you held that position since December of 2015?

7 A. That's correct.

8 Q. Did you have any role with SOSi prior to that time?

9 A. Not here in the U.S.

10 Q. No, but with SOSi, the Company itself, in some other  
11 capacity?

12 A. Yeah, I worked for SOSi in Afghanistan as a program  
13 coordinator over there in Afghanistan before I came to the  
14 U.S.

15 Q. And what program was that?

16 A. It was NMEC, National Media Exploitation. We were  
17 providing service to the U.S. Government, DoD, U.S.  
18 intelligence, U.S. military by providing document  
19 translation.

20 Q. All right. So we'll talk about the time frame now from  
21 when you started with SOSi in the U.S. When you first took  
22 the position of regional coordinator, had you had experience  
23 as a regional coordinator prior to that time?

24 A. I mean I had plenty of experience working in an  
25 administration, working in operations. I did not have a

1 position like regional coordinator position per se, but I did  
2 have similar experience like working in admin and operations.

3 Q. All right. So what did you do in those first few weeks  
4 to get acclimated to your new position?

5 A. First week, I worked with the program manager, Claudia  
6 Thornton. She was helping me, you know, get accustomed to  
7 the system, and then after first week, I started  
8 communicating with the clients based in California and  
9 Arizona, the interpreters, I mean, and I started sending them  
10 assignments. That was pretty much what I was doing.

11 Q. And what region did you have or what regional  
12 responsibility?

13 A. So I had Region 1 in our system, basically Southern  
14 California and Arizona.

15 Q. Okay. And what locations comprised Southern California  
16 and Arizona?

17 A. So Southern California includes Los Angeles, Adelanto,  
18 San Diego, and Calexico. In Arizona I covered the different  
19 courts like Phoenix, Florence, Eloy, and Tucson.

20 Q. Okay. And when you kind of assumed responsibility for  
21 sending out assignments, how did you go about doing that?

22 A. Basically I would communicate with clients or the  
23 interpreters. In this case, I would ask them for their  
24 availability. They would provide me their availability, and  
25 based on their availability, I would send them work. I would



1 offer them assignments, and then they either confirmed or  
2 declined the cases.

3 Q. So how did you decide though, and I know you said based  
4 on their availability, did you -- how did you decide who to  
5 offer cases to and who not to?

6 A. Based on their availability. That was like the first  
7 measurement that I used or the first tactic that I used in  
8 sending work to the interpreters for the clients in  
9 California and Arizona.

10 Q. And did you have a roster that you were working from?

11 A. Yeah, I actually kept a spreadsheet where I would keep  
12 track of all my interpreters' availability. I would send  
13 them emails like usually towards the end of the month for the  
14 following month, and then they would reply back to my email  
15 with their availability for the entire month, saying  
16 something like I'm available all month except this and this  
17 date, and then I would, you know, take that information and  
18 put it in my spreadsheet for everybody, and then based off  
19 the spreadsheet, I would assign them cases or I would offer  
20 them assignments. But again, sometimes their availability  
21 maintained the same or sometimes it changed. So --

22 Q. Were there some interpreters who were available more  
23 frequently than other interpreters?

24 A. That's right. There were some interpreters that were  
25 more available than other interpreters or more regular who

1 had regular availability for SOSi. There were others who  
2 were like sporadically available, and I tried to accommodate  
3 those sporadically available interpreters to the extent  
4 possible as well.

5 Q. Were there some interpreters who were only available on  
6 like certain days of the week?

7 A. Yeah. There were quite a few interpreters that were  
8 available on a certain day of the week. For instance, I  
9 remember this gentleman, Ismael Carrillo, he was available  
10 only on Thursdays. There was another interpreter who was  
11 available only twice a week, only in the morning.

12 Q. Who was that?

13 A. It was Paula Alvarez.

14 Q. Okay.

15 A. Paula Alvarez, yeah.

16 Q. Any other examples?

17 A. So Ismael Carrillo was available Thursdays. Paula  
18 Alvarez was usually available twice a week, only in the  
19 morning. I don't remember. I mean I can -- if I had my  
20 spreadsheet, I would probably be able to come up with more  
21 names, but I don't remember everything off the top of my  
22 head.

23 Q. All right. So the process though, once you sent out  
24 assignments, what was the process for accepting or declining  
25 those?

1 A. So I would send them an email along with the details of  
2 all the assignments, and I would ask them, here are the  
3 assignments being offered to you. Please let me know if you  
4 can confirm.

5 Q. Okay.

6 A. So then in the 24-hour period, they would get back to  
7 me. They would respond either with a confirmation or either  
8 declining the case.

9 Q. And if a case -- if someone declined a case, what would  
10 you do next?

11 A. If they declined a case, I would try to give it to  
12 someone else.

13 Q. And what was your job? What was your basic job  
14 function? What were you required to do?

15 A. So basically my primary responsibility was like working  
16 as a, you know, as a bridge between the court and the  
17 interpreters, just trying to make sure that those cases are  
18 covered. I was just like -- I was trying to coordinate the  
19 cases, making sure that those cases are covered and there is  
20 somebody present for those cases to interpret for the judge.

21 Q. And how did you get cases? I mean what -- how did you  
22 receive the cases that you had to offer?

23 A. So back in 2015 and early 2016, we were working off of a  
24 Google spreadsheet. It would automatically get updated with  
25 more cases and, you know, each time we had to find out if

1 more cases were ordered, we would basically go to the  
2 spreadsheet and hit refresh, and then we would be able to see  
3 how many more cases were placed by the court.

4 Q. And back in that time frame of late 2015, early 2016,  
5 like how regularly -- well, let me ask you this, and if it's  
6 changed, tell us, but how regularly do you get court  
7 assignments? In other words, how far in advance do the  
8 courts assign cases?

9 A. And so it depends. There are some courts, some  
10 detention centers or penitentiaries that place their orders  
11 far in advance. There are some courts that place their  
12 orders only, you know, a week in advance or less than a week  
13 in advance. For instance, Los Angeles, the downtown court,  
14 LOS, places their orders for the following week towards the  
15 end of this week. For instance, I was at work yesterday and  
16 they still hadn't placed the orders. So --

17 Q. Orders for next week?

18 A. For next week. So last -- yesterday evening, they might  
19 have probably ordered everything for next week or maybe  
20 today. However, the detention center in Adelanto might have  
21 placed orders for even December or even November. So they  
22 place their orders like far in advance, a month in advance,  
23 you know, 2 months in advance. However, as the days go by,  
24 there are considerable changes being made as far as  
25 cancellations or more cases being assigned.

1 Q. Okay. Tell us about cancellations. How do those occur?

2 A. The cancellations are completely in the court's control.  
3 We, as the Company, or myself as the regional coordinator  
4 have absolutely no control over canceling a case. So it's  
5 entirely the court's responsibility. They can cancel a case  
6 right after placing the order, or they can cancel the case or  
7 an order on the day of the hearing or a day before the  
8 hearing. I mean they can cancel pretty much any time they  
9 want to cancel.

10 Q. And how do you receive notification of that?

11 A. So we have a system, when a case -- when the court  
12 administrator or whoever at the court's end cancels the case,  
13 our DOJ notification or DOJ inbox sends a notification to the  
14 interpreter along with the coordinator being cc'd on that  
15 email. So as soon as the case is canceled, the notification  
16 is sent out to the interpreter.

17 Q. And yourself?

18 A. And the coordinator, either myself -- so if I'm the  
19 coordinator for that interpreter, I will receive the  
20 notification as well.

21 Q. Do you have any responsibility for informing the court  
22 as to who is assigned to a particular case?

23 A. I don't think so. No.

24 Q. Okay.

25 A. Unless they ask. Sometimes they do ask. They call or

1 they send an email and they try to inquire about who is  
2 assigned for a particular case, and then in that case, we do  
3 let them now. One example would be a like a mental  
4 competency examination, which are more important or sometimes  
5 they place the order. For instance, today they will place an  
6 order for a mental health examination, and they would say  
7 that this is priority case, and please notify us once the  
8 case is confirmed and who is assigned to the case.

9 Q. Is there any database or file system in which you --  
10 when a case get confirmed, does that get recorded in some  
11 fashion?

12 A. Yes.

13 Q. And how is that?

14 A. We do have a database. We call it an active tracker.  
15 Over there, the cases are automatically updated there, just  
16 like in the past, we had the Google spreadsheet. Now we have  
17 like an Access database. Those cases get updated there, and  
18 once we make changes to a case in terms of assigning,  
19 confirming, and what have you, we accordingly change the  
20 status of the case. For instance, once a case is confirmed,  
21 we change the status from new to confirmed. There is a field  
22 for coordinator's name. There's also a field for  
23 interpreter's name. There's also a field for the  
24 interpreter's rate. So we put all that information there.  
25 Status of the case, who assigned it, and who is assigned and

1 what's the rate of the interpreter.

2 Q. In terms of interpreters who accept cases or confirm  
3 cases, are there occasions when after confirming a case,  
4 interpreters will then drop the case or decline it?

5 A. Yeah, that happens quite a lot, yeah.

6 Q. Can you explain some of the circumstances in which that  
7 occurs?

8 A. So being that the interpreters are, you know,  
9 independent contractors, they have --

10 MS. BRADLEY: Objection. It's not responsive.

11 JUDGE ROSAS: What was the question?

12 MR. ROBERTS: Our perspective of it. They're  
13 contractors for sure. I mean --

14 JUDGE ROSAS: Repeat the question.

15 MR. ROBERTS: Oh, I'm sorry.

16 Q. BY MR. ROBERTS: Are there interpreters who after  
17 confirming a case will decline the case and then I asked you  
18 why -- under what circumstances that occurred?

19 JUDGE ROSAS: Hold on. There's an objection to that.  
20 Under what circumstances they decline the cases.

21 MS. BRADLEY: My objection is that he's not answering  
22 the question. He's saying that they're independent  
23 contractors, and that's not directly responsive to the  
24 question that was asked.

25 THE WITNESS: I was making a statement.

1 JUDGE ROSAS: Okay. Can you answer his question?

2 THE WITNESS: Yes, they do cancel cases. They do drop  
3 cases after confirming.

4 Q. BY MR. ROBERTS: What reasons have they given for that?

5 A. So they give different reasons, due to a family  
6 emergency, due to a personal reason or because I accepted  
7 another assignment, or because I have surgery coming up, or  
8 sometimes they don't even just give us a reason. They drop  
9 the case.

10 Q. And do you recall any specific examples of anyone who  
11 dropped one because they had taken a more -- a better paying  
12 case?

13 A. Yeah, absolutely. One example I can think of, and I  
14 distinctly remember this, is Irma Rosas was one of the  
15 interpreters in California who had confirmed a week's cases  
16 that she later dropped only with, you know, just 1 or 2 days  
17 before the hearing date, and her reason was, well, I got  
18 another assignment, travel assignment from another agency,  
19 and I'm going to basically be interpreting in a conference  
20 for the entire week, and they'll pay me a flat rate of \$600  
21 per day as opposed to \$425 if I take, you know, if I cover  
22 the SOSi cases. So -- and her reason was, you know, it's not  
23 profitable for me, and she said I'm going to be honest with  
24 you, that's why I'm dropping these cases.

25 Q. When someone drops a case like that, what do you have to



1 do at that point?

2 A. So I can't say anything to the interpreter because they  
3 have the right. They can drop a case any time they want, and  
4 my job is just to reassign the case, to find a replacement  
5 for the case, either talk to a different interpreter -- if  
6 there is no other interpreter available locally, you know, I  
7 will have to reach out to out-of-state, out-of-town  
8 interpreters and make sure those cases are covered.

9 Q. Are there circumstances in which the interpreter doesn't  
10 cancel but simply doesn't show for the assignment?

11 A. Yeah.

12 Q. Have those circumstances occurred?

13 A. They have occurred, yeah.

14 Q. And what do you have to do in those circumstances?

15 A. So basically there's a channel of communication. When  
16 an interpreter does not show up, for instance, there is a  
17 hearing at 8:30 a.m. this morning at the California court,  
18 Los Angeles, and it's 8:30 and the interpreter hasn't shown  
19 up or 8:25 and the interpreter hasn't even signed in yet,  
20 they will bring it up to LSU, the Language Services Unit that  
21 is, you know, a body that's, you know, basically works  
22 between SOSi and the court. They will bring it up to LSU.  
23 LSU will then bring it up to us. We contact the interpreter.  
24 That's how we find out why the interpreter didn't show up.  
25 Q. When you say "we," does that mean you or someone else?

1 A. Yeah. So the coordinator for that region or the  
2 coordinator for that interpreter.

3 Q. Okay.

4 A. Yeah. So I contact the interpreter, and I ask them  
5 about the, you know, the case; hey, you had a case today at  
6 this and this time. You were supposed to show up. Sometimes  
7 they say, oh, I'm just running late; I'll be there in 10  
8 minutes. Sometimes they're like, oh, I have an accident; I'm  
9 on the highway. Or I'm stuck; there is a lot of traffic.  
10 And there have been instance where they say, oh, did I have a  
11 case today? Oh, I totally forgot; I'm sorry. So there have  
12 been no-shows to answer your question, yes.

13 Q. And to your knowledge, in these cases where interpreters  
14 have not shown up for assignments, have they ever been  
15 penalized in any fashion?

16 A. No, no.

17 Q. I'm going to show you some emails that already or  
18 communications that are already in evidence.

19 MR. ROBERTS: Your Honor, I don't believe the court  
20 reporter -- that we have extra copies. So I'm just going to  
21 show these to the opposing -- this is General Counsel's  
22 Exhibit 9. It's an email series between Jo Ann Gutierrez  
23 Bejar and Mr. Siddiqi.

24 Q. BY MR. ROBERTS: If you could look at that, General  
25 Counsel's Exhibit 9, and just review it briefly and then put

1 it -- once you're familiar with it, put it down. Do you  
2 recall this situation in which this happened -- what happened  
3 on this occasion?

4 A. So from the email, it looks like one of the  
5 interpreter's cases was basically replaced with another case.

6 Q. And do you know why that happened?

7 A. I don't recall the precise reason. I know it happened,  
8 but there are circumstances.

9 Q. Okay. What are some of the circumstances in which a  
10 case can get replaced?

11 A. A case can get replaced with a different one for several  
12 reasons. One, where we get a call from the court that, hey,  
13 this case is going to be canceled, and so we know that that  
14 case is going to be canceled, and I have another open case.  
15 So basically I just let the interpreter know that that case  
16 is going to be canceled. So you had already allotted the  
17 time or allocated the time for SOSi. Basically, you know,  
18 that case is replaced with this one, and please acknowledge  
19 that you have received this email. Or another situation  
20 could be this -- one situation that I remember with Hilda and  
21 Jo Ann was that --

22 MS. HADDAD: Objection. Who are Hilda and Jo Ann?

23 THE WITNESS: They are a couple of interpreters or two  
24 of my clients that I was working with in Los Angeles.

25 Q. BY MR. ROBERTS: You mean Hilda Estrada.

1 A. Hilda Estrada and Jo Ann Gutierrez, where I was asked to  
2 switch the cases because Hilda thought that the judge might  
3 take longer and she wanted to leave earlier. So they asked  
4 me to send the details of the case to the different  
5 interpreter.

6 Q. And did you agree to do so?

7 A. Yeah.

8 Q. What was -- were there circumstances in which  
9 interpreters would swap cases?

10 A. Yeah, yeah, they would swap cases pretty often, yeah.

11 Q. And what kind of circumstances would those be?

12 A. So one circumstances would be the one that I just talked  
13 about. For instance, there was a time we have a judge in  
14 California, Judge Lee O'Connor whose hearings are typically  
15 long, and Hilda Estrada, one of my interpreters in Los  
16 Angeles, was assigned to that judge, and so she knew that  
17 it's going to be a long hearing, but she wanted to be  
18 elsewhere at a certain time, and her colleague or her friend,  
19 Jo Ann Gutierrez, was with a different judge who the  
20 interpreters know that certain judges --

21 MS. HADDAD: Objection. Lacks knowledge.

22 JUDGE ROSAS: Sustained as to the judges know or  
23 whatever. Just what you told them, what they told you, and  
24 what transpired.

25 Q. BY MR. ROBERTS: Yeah, just tell us what reasons they

1 gave for the transition.

2 A. The swapping?

3 Q. Yes.

4 A. Yeah, like Judge O'Connor typically goes longer, and I  
5 want to swap with Jo Ann, and yeah, that's it.

6 Q. Okay. And did you approve that situation?

7 A. Absolutely, yeah.

8 Q. Were there any circumstances in which interpreters asked  
9 to swap where you refused to approve it?

10 A. No, absolutely not.

11 Q. Were there circumstances, though, in which you did not  
12 know that a case had been swapped until after the fact?

13 A. Yes.

14 Q. And can you tell us any situations in which that  
15 happened?

16 A. Yes. It happened several times, and we only realized  
17 that the case had been swapped when it was time for payment,  
18 and the reason how that happened was we had in our system one  
19 interpreter confirmed, but the COI form which is used for  
20 payment, it was submitted by a different interpreter. So  
21 payment, it was kind of discrepancy as to who's confirmed in  
22 the database and who submitted the form for payment. When I  
23 contacted the interpreter, how did this happen, and the  
24 interpreter basically told me that, oh, you know, I swapped  
25 the case with this interpreter, and then I asked them to

1 please notify me at least, you know, when they're swapping  
2 cases so I can make the appropriate changes on my database  
3 for -- in order to preclude like problems with payment and  
4 stuff like that.

5 Q. Do you remember who those interpreters were?

6 A. Yeah, so Hilda and Jo Ann would usually swap cases. At  
7 first they would not notify me, but later when I asked them  
8 to please notify me before swapping so I can make the  
9 changes, then they started informing me.

10 Q. Do you recall any complaints about or any discussions  
11 with Ms. Estrada, Hilda Estrada, regarding whether cases  
12 should be rotated among interpreters?

13 A. Yeah. She sent me an email about that.

14 Q. I'm going to show you what's been received as General  
15 Counsel's Exhibit 11. Are these the emails exchanged between  
16 you and Ms. Estrada on this topic?

17 A. Yes.

18 Q. And I don't have it in front of me. On the last page I  
19 believe, there's a reference to -- did she indicate that  
20 there was any kind of guidelines or protocols that were  
21 supposed to be followed?

22 A. Yeah, she did.

23 Q. And it appears you made a request for her to provide  
24 those to you?

25 A. Yes, I did.

1 Q. Did you ever receive any written guidelines that  
2 required cases to be rotated?

3 A. Yes, I did, but the guideline that she sent was just a  
4 screenshot of a plain piece of paper with writing on it.  
5 There was no like letterhead, no -- it was just like a plain  
6 piece of paper with text on it.

7 Q. Okay. Were you -- even as we sit here today, are you  
8 aware of there ever being a requirement to rotate cases?

9 A. I mean I've been working since December 2015, and I've  
10 never heard of any kind of requirement or policy, you know,  
11 relating to that kind of thing.

12 Q. Did you have an interpreter who was in Southern  
13 California, Maria Portillo? You had Maria Portillo?

14 A. Yeah, I had an interpreter with that name.

15 Q. Was there an occasion where her -- she indicated to you  
16 that her husband was having surgery? Do you recall that?

17 A. I don't recall that, no.

18 Q. Was there any occasion where Ms. Portillo indicated that  
19 she would only be available on certain days of the week?

20 A. Yes. One of the days that I remember, she said she  
21 would not be available was Wednesday afternoons. On  
22 Wednesdays, she was only available in the morning.

23 Q. Okay. Did you have any -- do you recall a situation in  
24 which you reassigned or took a case away from Maria Portillo  
25 and reassigned it to someone else?

1 A. Yes.

2 Q. And what were the circumstances of that?

3 A. One situation that I remember where I reassigned  
4 Ms. Portillo's case was -- it had to do with relay cases. A  
5 relay case is basically like, for instance, she had cases  
6 with the same judge in the morning and in the afternoon, 8:30  
7 a.m. and 1 p.m., and there was a 10 o'clock or a 10 a.m.  
8 relay case, simply that there was -- it was for Mam. There  
9 was an interpreter for Mam language who could interpret from  
10 Mam to Spanish but could not interpret from Mam to English.  
11 So we basically asked her to please relay the Spanish to  
12 English. So it was kind of like double interpretation, and I  
13 assigned her the cases, and she refused to work or take the  
14 relay case because she requested extra compensation for that.  
15 She said I will do it if I'm paid additional \$225, and in  
16 that case, I had to reassign the case to a different  
17 interpreter who like the rate was 225/425, half day/full day,  
18 and I had to reassign the cases to a different interpreter  
19 who covered both cases or like, you know, all both the  
20 Spanish and the relay case for that full day rate of 425,  
21 whereas she demanded 650 I believe, an additional 225. So  
22 that's 650. So that's the only situation I remember where I  
23 reassigned Ms. Portillo's case.

24 Q. Did Maria Portillo ever indicate whether she would --  
25 her position on taking detained cases?



1 A. Yeah, sometimes I sent her cases that she would decline,  
2 and she said that she didn't want to take detained cases.

3 Yeah, she didn't want to take detained cases.

4 Q. And when interpreters indicated that they did not want  
5 certain types of cases, did you attempt to accommodate that?

6 A. I did, yeah. And so when I learned that she did not  
7 want to take detained cases, I tried to give her non-detained  
8 cases at LOS.

9 Q. Were there any other interpreters who had certain kinds  
10 of preferences or restrictions on the kind of cases they  
11 would take?

12 A. Yeah, there were certain interpreters who didn't want to  
13 work cases with certain judges, and I tried to accommodate  
14 that. Maria Portillo also didn't want to work with certain  
15 judges, and I tried to accommodate that, too.

16 Q. If an interpreter indicated that they didn't want a  
17 detained case or didn't want a certain judge, and you sent  
18 them that case, one with that judge or a detained case, were  
19 they required to accept it?

20 A. No, they were not required to accept it, but if they did  
21 not accept it, I would send it to somebody else.

22 **(Respondent's Exhibit 22 marked for identification.)**

23 Q. BY MR. ROBERTS: Okay. I'm going to hand you,  
24 Mr. Siddiqi, a stack of exhibits that we were asking  
25 questions about. This is multiple exhibits. Looking at the

1 first one that I've marked as Respondent's Exhibit 22, if  
2 you'd look at that, do you recognize these emails?

3 A. Yeah. So it's basically --

4 Q. Hold on a second. These are emails between you and Irma  
5 Rosas and also is it Odalys --

6 A. Odalys Dominguez, yeah.

7 Q. And are both of them interpreters, Spanish interpreters  
8 in Southern California?

9 A. That's correct.

10 MR. ROBERTS: Okay. I offer Respondent's Exhibit 22.

11 MS. HADDAD: No objection, Your Honor.

12 MS. BRADLEY: No objection, Your Honor.

13 JUDGE ROSAS: 22 is received.

14 **(Respondent's Exhibit 22 received in evidence.)**

15 Q. BY MR. ROBERTS: And what occurred in this circumstance?

16 A. On Respondent's Exhibit 22?

17 Q. Yes.

18 A. Okay. So Odalys basically informs me that she's not  
19 able to do the a.m. job on Friday and swapping or asking  
20 Irma, who's cc'd on that email, to cover for her, and in my  
21 response to her, I said that's fine.

22 MR. LOPEZ: Reading from the document.

23 Q. BY MR. ROBERTS: Don't read from the document. Did you  
24 approve that?

25 A. Yeah, I approved that and said thank you for the --

1 thank you for letting me know, and in the same time, I asked  
2 Irma to confirm that she received it.

3 **(Respondent's Exhibit 23 marked for identification.)**

4 Q. BY MR. ROBERTS: Okay. Thank you. If you'd look at the  
5 next one, which is Respondent's Exhibit 23, it's a multi-page  
6 document I believe, roughly 13 pages plus a blank page.  
7 First of all, I just want to identify what this is. Are  
8 these emails between you and Maria Portillo? If you could  
9 just look through that and see that that is, in fact, the  
10 case.

11 A. Okay. Let me --

12 Q. I apologize for the way it's stapled. It's stapled --

13 A. No, that's fine.

14 Q. -- upside down. So are these emails between you and  
15 Ms. Portillo?

16 A. Ms. Portillo, yeah.

17 MR. ROBERTS: I offer Respondent's Exhibit 23.

18 MS. HADDAD: No objection.

19 MS. BRADLEY: No objection.

20 JUDGE ROSAS: Respondent's 23 is received.

21 **(Respondent's Exhibit 23 received in evidence.)**

22 Q. BY MR. ROBERTS: If you look at page 5 of this exhibit,  
23 it's a March 4, 2016 email from Ms. Portillo to you,  
24 indicating that her husband has cataract surgery on Tuesday  
25 and Wednesday. You said earlier you didn't recall a

1 situation.

2 A. Yeah. Yeah, I didn't recall this, yeah.

3 Q. But is this, in fact, she did make you aware of her  
4 husband having cataract surgery?

5 A. Yeah, basically in this email she is informing me, yeah,  
6 but I didn't remember that.

7 Q. But the email below it, you had offered -- well --

8 A. Before this, I don't think she had informed me, but I  
9 sent her cases, and that was her response.

10 Q. So you had offered her cases on Tuesday and Wednesday,  
11 and she that she was not available on those dates after you  
12 offered her the cases?

13 A. Yeah.

14 Q. And then if you look at page 7, what is page 7? It's  
15 dated March 4th at 9:14 a.m., whereas the one on page 5 was  
16 at 8:56 p.m.

17 A. Yeah.

18 Q. Is this you offering her more cases -- additional cases?

19 A. So the one on page 7 was sent to her on March 4th at  
20 9:13 a.m., and she responded on that day at 8:56 p.m.

21 Q. So that was the response. Page 5 is the response to  
22 page 7?

23 A. Yeah.

24 Q. Okay. And then if you look at page 9, is that an email  
25 from you to her offering her another case for the following

1 week?

2 A. That's right.

3 Q. The fact that --

4 A. I tried to accommodate her for the days that she was  
5 available.

6 Q. The fact that Ms. Portillo could not be available on 2  
7 days because of her husband's surgery, did that cause you to  
8 deny her cases or not assign her cases?

9 A. No, absolutely not.

10 **(Respondent's Exhibits 24 and 25 marked for identification.)**

11 Q. BY MR. ROBERTS: All right. If you'll skip over  
12 Respondent's 24, and go to Respondent's 25, R-25, are these a  
13 series of emails between you and Stephany Magana?

14 A. Yeah.

15 Q. And was she also an interpreter in Southern California?

16 A. She was.

17 MR. ROBERTS: I offer Respondent's Exhibit 25.

18 MS. HADDAD: No objection.

19 JUDGE ROSAS: 25 is received.

20 **(Respondent's Exhibit 25 received in evidence.)**

21 Q. BY MR. ROBERTS: Can you tell us, without reading it, if  
22 you need to look at it to refresh your memory, that's okay,  
23 but what happened on this occasion?

24 MS. BRADLEY: Objection. He should testify from memory  
25 first and --

1 JUDGE ROSAS: That's correct.

2 MS. BRADLEY: -- then refresh after.

3 JUDGE ROSAS: Do you recall?

4 Q. BY MR. ROBERTS: What do you recall about this  
5 situation?

6 A. So the first email that I did -- that I was just able to  
7 read, I didn't read anything else, from the first email, it  
8 looks like I have a communication with Stephany Magana, one  
9 of my interpreters in Southern California, where she's saying  
10 it was nice doing business with you, and I believe that's  
11 like the last email from her, and so I remember receiving  
12 that email from her.

13 Q. Okay. But if you'd look at page 3 of this exhibit --

14 A. Okay.

15 Q. -- look at page 3 --

16 A. Page 3.

17 Q. -- and there's an email dated August 31st from you to  
18 her saying something about a COI for which Fernando was the  
19 confirmed interpreter. Do you recall that situation?

20 A. Yeah, I recall that situation, and it was a swapping  
21 situation. They swapped a case, and I was not notified, and  
22 that causes a problem for payment.

23 Q. And how did it cause a problem?

24 A. It caused a problem because one interpreter was  
25 confirmed but a different interpreter ended up covering the

1 case. So when it was time for payment, the form, the payment  
2 form was not matching with the name on the database. So they  
3 couldn't process the payment, and I have to contact the  
4 interpreters. That's why I sent the interpreter an email as  
5 to why this happened.

6 **(Respondent's Exhibit 26 marked for identification.)**

7 Q. BY MR. ROBERTS: All right. If you'd look at  
8 Respondent's Exhibit 26, it's an email from you -- it's dated  
9 August 30, 2016. Well, actually that's the top email, and  
10 then there's one for August 29th. Irma Rosas --

11 A. R-26.

12 Q. Yeah, R-26. Irma Rosas, you said, was an interpreter.  
13 What about, is it Sayda --

14 A. Sayda Montes?

15 Q. Yeah. And who was she?

16 A. She was also one of the interpreters over there.

17 Q. Okay. And these are communications between you and  
18 those two interpreters?

19 A. That's right, yeah.

20 MR. ROBERTS: I offer Respondent's Exhibit 26.

21 MS. HADDAD: No objection, Your Honor.

22 MS. BRADLEY: No objection.

23 JUDGE ROSAS: 26 is received.

24 **(Respondent's Exhibit 26 received in evidence.)**

25 Q. BY MR. ROBERTS: And what was the -- this was one

1 where -- well, that's all right. No further questions on  
2 that.

3 JUDGE ROSAS: Are you going to be offering 24?

4 MR. ROBERTS: No, I'm going to withdraw 24.

5 **(Respondent's Exhibit 24 withdrawn.)**

6 Q. BY MR. ROBERTS: Mr. Siddiqi, did you have, from time to  
7 time, have interpreters who would have to travel to cases or  
8 you would have interpreters travel to Los Angeles or other  
9 courts?

10 A. Yeah.

11 Q. Okay. And what -- how did you handle or how was travel  
12 pay handled in those cases where interpreters would be  
13 required to travel?

14 A. So if I needed an interpreter from out of state, I would  
15 either call them or send them an email along with the details  
16 of the assignment, and I would also inquire about their  
17 availability. Once the interpreter confirmed their  
18 availability, agreed to the assignment, like the place and  
19 everything, and then we would come to negotiating the rate.  
20 And then once they negotiated the rate, so we came to a  
21 negotiation, and they confirmed the rate that we offered  
22 them, and then after that, we would -- I would try to like  
23 arrange their travel or send details to our travel team to  
24 book their hotel or flight or whatever.

25 **(Respondent's Exhibit 27 marked for identification.)**



1 Q. BY MR. ROBERTS: Okay. If you'd look at Respondent's  
2 R-27, Respondent's 27. Is this email between yourself and  
3 someone, Maritza McKee?

4 A. Yeah.

5 Q. And who is Maritza McKee?

6 A. Maritza McKee is a Salt Lake based Spanish interpreter.

7 Q. Salt Lake City, Utah.

8 A. Salt Lake City, yeah, in Utah.

9 Q. And is she someone that you've had travel for you?

10 A. Yeah, I traveled her to California, and before I  
11 traveled her, I communicated with her both over the phone and  
12 also emails, discussing the nature of the assignment, the  
13 type of assignment, location, and everything, and also  
14 negotiating over the rate and finally reaching an agreement.

15 Q. And these are your communications with her about that?

16 A. That's right.

17 MR. ROBERTS: I offer Respondent's 27.

18 MS. HADDAD: No objection.

19 MS. BRADLEY: No objection.

20 JUDGE ROSAS: 27 is received.

21 **(Respondent's Exhibit 27 received in evidence.)**

22 **(Respondent's Exhibit 28 marked for identification.)**

23 Q. BY MR. ROBERTS: If you'd look at Respondent's 28, R-28,  
24 is this some further emails between you and Ms. McKee  
25 regarding travel?

1 A. That's right.

2 MR. ROBERTS: Okay. I offer Respondent's Exhibit 28.

3 MS. HADDAD: No objection.

4 MS. BRADLEY: No objection.

5 JUDGE ROSAS: 28's received.

6 **(Respondent's Exhibit 28 received in evidence.)**

7 **(Respondent's Exhibit 29 marked for identification.)**

8 Q. BY MR. ROBERTS: If you'd look at Respondent's Exhibit  
9 29. It's an email from -- can you pronounce that name for  
10 me?

11 A. Walleska.

12 Q. Walleska Arias.

13 A. Walleska Arias-Baez.

14 Q. The first name is Walleska.

15 A. Walleska.

16 Q. Okay. And who is Walleska?

17 A. Walleska is a Spanish interpreter based on Puerto Rico.

18 Q. Okay. And did she -- did you sometimes ask her to  
19 travel to --

20 A. To travel, yes.

21 Q. Is this an email between you and her in which she  
22 discussed what she would travel for?

23 A. Yes.

24 MR. ROBERTS: I offer Respondent's Exhibit 29.

25 MS. HADDAD: No objection.

1 MS. BRADLEY: No objection.

2 JUDGE ROSAS: 29 is received.

3 **(Respondent's Exhibit 29 received in evidence.)**

4 Q. BY MR. ROBERTS: This email states that after consulting  
5 the offered assignment, I'll accept it, and it sets forth  
6 certain conditions. Do you know if those -- whether you  
7 accepted those conditions?

8 A. Yes.

9 Q. You did?

10 A. Yes.

11 Q. And did she do the assignment?

12 A. Yes, she did. I believe so.

13 Q. Under those terms?

14 A. Yes.

15 **(Respondent's Exhibit 30 marked for identification.)**

16 Q. BY MR. ROBERTS: Okay. If you'd look at Respondent's  
17 Exhibit 30, is that another series of emails between you and  
18 Walleska?

19 A. Walleska, yes.

20 Q. And they also confirm travel -- I mean concern travel  
21 cases?

22 A. Yes.

23 MR. ROBERTS: I offer Respondent's Exhibit 30.

24 MS. HADDAD: No objection.

25 MS. BRADLEY: No objection.

1 JUDGE ROSAS: 30 is received.

2 **(Respondent's Exhibit 30 received in evidence.)**

3 **(Respondent's Exhibit 31 marked for identification.)**

4 Q. BY MR. ROBERTS: If you'd look at Respondent's Exhibit  
5 31, an email from Ana Veblen. How do you pronounce that?

6 A. Ana Veblen.

7 Q. Veblen. And who is Ana Veblen?

8 A. To the best of my recollection, she is a Minnesota-based  
9 Spanish interpreter. She's from Minnesota.

10 Q. And did she sometimes travel to LA?

11 A. Yeah.

12 Q. And are these emails between you and her concerning  
13 certain travel cases?

14 A. Correct.

15 MR. ROBERTS: I offer Respondent's Exhibit 31.

16 MS. HADDAD: No objection.

17 MS. BRADLEY: No objection.

18 JUDGE ROSAS: 31 is received.

19 **(Respondent's Exhibit 31 received in evidence.)**

20 **(Respondent's Exhibit 32 marked for identification.)**

21 Q. BY MR. ROBERTS: If you'd look at Respondent's 32,  
22 there's other emails between you and Ms. Veblen. Do these  
23 also concern travel?

24 A. That's right.

25 Q. And these are emails between the two of you?

1 A. Correct.

2 MR. ROBERTS: Offer Respondent's Exhibit 32.

3 MS. HADDAD: No objection.

4 MS. BRADLEY: No objection.

5 JUDGE ROSAS: 32 is received.

6 **(Respondent's Exhibit 32 received in evidence.)**

7 **(Respondent's Exhibit 33 marked for identification.)**

8 Q. BY MR. ROBERTS: And if you'd look at Respondent's 33,  
9 is that another set of emails between you and Ms. Veblen  
10 concerning travel?

11 A. Yes, that's right.

12 MR. ROBERTS: I offer Respondent's Exhibit 33.

13 MS. HADDAD: No objection.

14 MS. BRADLEY: No objection.

15 JUDGE ROSAS: 33 is received.

16 **(Respondent's Exhibit 33 received in evidence.)**

17 Q. BY MR. ROBERTS: Mr. Siddiqi, the interpreters that you  
18 utilize in California and Arizona, have you ever met any of  
19 them face to face?

20 A. No, never, any of them.

21 Q. And you're based out of Virginia, correct?

22 A. Yeah, I'm based out of Reston, Virginia.

23 Q. So with the time difference between Virginia and  
24 California, how did you deal or how did you communicate in a  
25 timely fashion with that 3-hour difference?

1 A. So mostly in the morning, email, I used email because it  
2 was kind of early in California, and sometimes for urgent  
3 situations, like interpreters running late or having a  
4 problem trying to get to the court, I will call them and  
5 stuff like that, but it was like probably like after 7 in the  
6 morning.

7 Q. Okay.

8 A. So, you know, I called. I emailed and sometimes like,  
9 I'm not sure if it relates to this, but the court is usually  
10 open there until like 5 p.m., which is 8 p.m. our time, and  
11 that means they could place an order -- an urgent order for  
12 the following day. So I was usually working like around the  
13 clock sometimes.

14 Q. So the court could place an order as late as 5 o'clock  
15 Pacific Time for an order the following day?

16 A. That's right.

17 Q. And you would get that notice by email?

18 A. Yeah, by email. Yeah.

19 Q. Did you ever -- in your dealings with interpreters, have  
20 you ever evaluated or discussed with them the quality of  
21 their performance and how they're interpreting?

22 A. No, never.

23 Q. Okay. Do you speak Spanish?

24 A. No. I know just a couple of words like hola and --

25 Q. Okay. I want to ask you a little bit about Irma Rosas,

1 and where did Irma Rosas -- what courts did she typically  
2 work in?

3 A. Los Angeles and Adelanto.

4 Q. All right. And prior to -- we'll talk about late August  
5 2016, but prior to that time, had she accepted cases in Los  
6 Angeles?

7 A. Yes.

8 Q. And do you know where she lived in relationship to those  
9 two courts?

10 A. I don't remember her exact address, but I think she  
11 lived in the middle of LA and Adelanto. So getting to either  
12 court was simple to her. That's why she asked me for cases  
13 in Los Angeles, too.

14 Q. She specifically requested --

15 A. Yes.

16 Q. -- that you provide her. And did you from time to  
17 time --

18 A. I did.

19 Q. -- offer her cases in LA?

20 A. That's right.

21 Q. Prior to late August 2016, what rate had she accepted  
22 for traveling to Los Angeles?

23 A. Okay. So she had -- her local rate was 225 for half  
24 day, 425 full day. So if she covered a case in Los Angeles,  
25 or if she covered a case in Adelanto because she was like --

1 she said she's a local interpreter for both courts.

2 Q. Okay. And so historically she had been paid her local  
3 rate --

4 A. Her local rate.

5 Q. -- regardless of which court.

6 A. For both courts --

7 Q. Yes.

8 A. -- the local rate.

9 Q. Okay. And did there come a time when she declined to  
10 accept a case in Los Angeles for that rate?

11 A. Yes.

12 Q. And can you tell us about that? What happened on that  
13 occasion?

14 A. So there was a time after the August 25th walkout in  
15 California, I sent her some cases in Los Angeles, and she  
16 said that she would only cover these cases in Los Angeles if  
17 she's paid a travel rate of 550 per case or for the  
18 assignment, and I found that shocking because she had  
19 actually begged or requested to cover the same cases for her  
20 local rate.

21 Q. And did you communicate that to her?

22 A. Yeah, I did. I sent her an email as to why she's all of  
23 a sudden starting to charge a travel rate.

24 Q. You mentioned that there was a walkout, and do you  
25 recall the date that that was on?



1 A. I believe it was Thursday, August 25, 2016.

2 Q. Okay. And did you have a telephone conversation with  
3 Ms. Rosas on that day about whether she would be accepting or  
4 doing her cases for the following week?

5 A. I might have called her, but I don't --

6 Q. You don't recall specifically.

7 A. I don't recall, yeah.

8 Q. Did you -- with that walkout -- well, first of all, what  
9 impact did that walkout have on you as the regional  
10 coordinator?

11 A. On me as a regional coordinator, I had to -- because  
12 most of -- a lot of interpreters just dropped their cases  
13 like on the same day or like a very short notice, like the  
14 night before, on that night, a few hours before the cases,  
15 and that put me in a predicament because I had to find other  
16 ways of trying to make sure that those cases are covered.  
17 And to the extent possible, I tried my best, and most of  
18 those cases were no-show.

19 Q. Okay. And with respect to the following week in LA, did  
20 you -- were you aware that certain of your interpreters were  
21 not being offered extended or new contracts, like Stephany  
22 Magana, Hilda Estrada, and a few others? Were you aware that  
23 they were not being offered new contracts beyond August 31st?

24 A. Yeah.

25 Q. Okay. And so how did you cover the cases for the -- the

1 walkout was on August 25th, a Thursday. So that would mean  
2 that their contracts were expiring during the next week. How  
3 did you cover those cases?

4 A. So I tried to work more hours, find interpreters from  
5 nearby places, nearby cities, nearby states, Utah, Oregon,  
6 Arizona, and tried to reach out to out-of-town interpreters,  
7 and --

8 Q. Well, with respect to Ms. Rosas, did you do anything to  
9 her case -- switch her assignments in any fashion?

10 A. Yes.

11 Q. What did you do?

12 A. I asked her to cover the cases in Los Angeles, and  
13 knowing that she would always request to be assigned there  
14 because I was under the impression that that's her  
15 preference. So I reassigned her cases in Adelanto, sent her  
16 a full week of cases in Los Angeles, but she did not --

17 Q. Go ahead.

18 A. -- she did not confirm those cases. She declined.

19 Q. And did she state why?

20 A. Yeah, her reason was she would do it for 550.

21 Q. And so she did not get -- at the time that she declined  
22 to accept it, did you have any other assignments for her for  
23 that week?

24 A. No, I had no other assignments to replace the cases that  
25 she had declined.

1 Q. But after that week, did you continue to offer her  
2 assignments in Adelanto?

3 A. I did. Yeah, after that, I did not send her any more LA  
4 cases, but I continued giving her cases in Adelanto.

5 MR. ROBERTS: Your Honor, can we go off the record for a  
6 couple of minutes?

7 JUDGE ROSAS: Sure. Off the record.

8 (Off the record from 2:32 p.m. to 2:42 p.m.)

9 JUDGE ROSAS: On the record.

10 Q. BY MR. ROBERTS: Mr. Siddiqi, I want to --

11 MS. BRADLEY: One moment. Could we have the witness put  
12 his cell phone away. I saw him consulting it during the  
13 break which was fine, but it's not appropriate during the  
14 testimony.

15 JUDGE ROSAS: You were not privy to discussions  
16 beforehand, which no cell phones while you're on the stand.

17 THE WITNESS: Yeah.

18 JUDGE ROSAS: Do you have it off?

19 THE WITNESS: Yeah, I have it off.

20 JUDGE ROSAS: Do you have it silenced?

21 THE WITNESS: Yeah.

22 Q. BY MR. ROBERTS: I want to ask you about -- you work  
23 with an interpreter named, and I'll mispronounce -- Araceli  
24 is her first name.

25 A. Yes.

1 Q. And how do you pronounce her last name?

2 A. Maybe Wehr or Wehr.

3 Q. Okay. And I want to let you look at -- this has already  
4 been received as General Counsel's Exhibit 191. Are these  
5 text messages between you and Araceli?

6 A. Yes.

7 Q. Before any of these text messages occurred, had she sent  
8 you other text messages?

9 A. Yes.

10 Q. And can you tell me kind of what were the circumstances  
11 in which she would send you text messages?

12 A. She would send me text messages referring to like, you  
13 know, give me information about what interpreters were doing,  
14 like sending me links to certain interpreters talking to  
15 media or certain interpreters talking to televisions, yeah.

16 Q. Had you asked her to do that?

17 A. No.

18 Q. And in addition to sending you those links, what -- what  
19 court did she typically work at?

20 A. Adelanto.

21 Q. And who -- you mentioned that Irma Rosas also worked at  
22 Adelanto. Who else regularly worked at Adelanto?

23 A. So there were four interpreters in Adelanto: Araceli  
24 Wehr, so that's the full name, Araceli Wehr, Irma Rosas,  
25 Patricia Rivadeneiro, and Viola Encarnacion.

1 Q. And when Ms. Araceli would send you these text messages,  
2 did she send messages about her colleagues at times?

3 A. Yes.

4 Q. And such as what?

5 A. Such as her colleague's speaking to the television or  
6 the media and badmouthing the Company.

7 Q. Had you ever asked her to do any of that?

8 A. No.

9 Q. And in the text messages that you're looking at right  
10 there, before she sent that first one, did you ask her to  
11 send you anything about the walkout?

12 A. No.

13 Q. Moving away from that subject, what authority do you  
14 have over the interpreters?

15 A. I have no authority over the interpreters. I mean I  
16 just basically serve as a communication channel between the  
17 court and the interpreters like, you know, trying to give  
18 them assignments, make sure that those assignments are  
19 covered. So I have to communicate with them.

20 MR. ROBERTS: I don't have any other questions.

21 JUDGE ROSAS: Cross-examination.

22 MS. HADDAD: Your Honor, can we just have 5 minutes?

23 **JUDGE ROSAS: Sure. Off the record.**

24 **(Off the record from 2:47 p.m. to 3:03 p.m.)**

25 **JUDGE ROSAS: On the record.**

1 **CROSS-EXAMINATION**

2 Q. BY MS. HADDAD: Mr. Siddiqi, my name is Lara Haddad. I  
3 will be doing cross today. I'm showing you what's been  
4 marked as GC Exhibit 59 -- 58 and 59 that have already been  
5 admitted into the record. Take a look at those, please.  
6 Please take a look first at what's marked GC Exhibit 58.

7 A. 58? Okay.

8 Q. Will you turn to page 203, an email dated April 28,  
9 2016? Did you write and send this email?

10 A. April 29th?

11 Q. April 28th, 2016, on the third page.

12 A. Yeah.

13 Q. Okay. I want you to take a look at GC Exhibit 59.  
14 That's the second page that I gave you.

15 A. Yeah.

16 Q. Did you send this email?

17 A. Yes.

18 MS. HADDAD: Thank you. Nothing further.

19 JUDGE ROSAS: Charging Party?

20 **CROSS-EXAMINATION**

21 Q. BY MS. BRADLEY: Good afternoon, Mr. Siddiqi. I  
22 represent the Charging Party in this case. You had testified  
23 previously about receiving notifications from a DOJ inbox.  
24 Do you recall that?

25 A. Yeah.

1 Q. And that was a system to notify SOSi of changes that the  
2 DOJ had made in cases, correct?

3 A. Um-hum.

4 Q. And has that always been the same system in place since  
5 December 2015?

6 A. No.

7 Q. Okay. And what was in place prior to the DOJ inbox  
8 system?

9 A. So the cases -- once the cases were canceled or the time  
10 changed from like 8:30 to 8 or from a.m. to p.m., and then we  
11 would receive them, and we would manually send them to the  
12 interpreters. We didn't have the automatic system until like  
13 late 2016.

14 Q. Late 2016. Okay. Thank you. And as a coordinator, you  
15 control which interpreters get which assignments, correct?

16 A. I mean I don't control which interpreters get which  
17 assignments. I basically offer the interpreters assignments.

18 Q. But do you choose which interpreters to offer which  
19 assignments?

20 A. I mean, yeah, I guess.

21 Q. Okay. And do you negotiate travel rates with  
22 interpreters?

23 A. Yes.

24 Q. Do you negotiate travel logistics with interpreters?

25 A. From -- with non-local interpreters, that's right. I

1 mean not with local interpreters.

2 Q. And do you reassign cases to interpreters?

3 A. Yeah, if they decline. Like if one interpreter declines  
4 a case or drops a case for whatever reason, then I reassign  
5 the case to another interpreter.

6 Q. Okay. And do you ever remove assignments of assigned  
7 cases from particular interpreters?

8 A. I believe that's basically reassigning the case.

9 Q. So do you de-assign cases from interpreters? Yes or no.

10 A. Yeah, I would say I don't do that, but if there is a  
11 circumstance like in the case of Maria Portillo --

12 Q. I did not ask you about that specific situation,  
13 Mr. Siddiqi. I'm going to repeat my question. Do you  
14 de-assign cases that have been previously assigned to  
15 interpreters?

16 MR. ROBERTS: Object. I mean he's answering it the best  
17 he can. He doesn't have a yes or no answer.

18 JUDGE ROSAS: Overruled. You can answer if you know.

19 THE WITNESS: What was --

20 JUDGE ROSAS: Repeat the question.

21 Q. BY MS. BRADLEY: Do you de-assign cases that have been  
22 previously assigned to interpreters?

23 A. Without any reason, I don't.

24 Q. Do you de-assign cases that have been previously  
25 assigned to interpreters? Yes or no.



1 MR. ROBERTS: He answered the -- objection. He answered  
2 the question, "without any reason." She can't insist he  
3 answer it yes or no if he can't.

4 JUDGE ROSAS: The question was phrased in the yes or no.  
5 It wasn't responsive in that sense. So I'm going to overrule  
6 the objection. What I'll ask you to do next time is to move  
7 to strike the answer so we can avoid this type of colloquy.

8 Can you answer the question?

9 You know what? Repeat it one more time.

10 Q. BY MS. BRADLEY: Okay. Do you de-assign cases that have  
11 been previously assigned to interpreters?

12 A. No.

13 Q. You do not de-assign cases?

14 A. No.

15 Q. Do you have what's been marked as GC Exhibit 59 in front  
16 of you?

17 A. Yes.

18 Q. Okay. And that case says -- that email is an email that  
19 you had testified previously that you had sent.

20 A. Yeah, I had sent but --

21 Q. Okay. And the email says the following case has been  
22 reassigned. Please remove it from your calendar. Was that a  
23 case that you had previously assigned to the recipient of  
24 this email, Maria Portillo?

25 A. So I had previously sent the email to her, but there

1 is -- there could be a reason for this. Maybe she said I  
2 don't -- I can't take the case or I'm not available or I  
3 can't take a relay case. There is a compelling reason that  
4 made me send her this email.

5 Q. Okay. But this email shows that you have reassigned a  
6 case away from Maria Portillo that had been previously  
7 assigned to her? Yes or no.

8 A. Yeah, I did send her this email.

9 Q. Okay. So you do have a power to de-assign cases from  
10 interpreters when cases have been previously assigned?

11 A. I don't think I have the power to just like take away  
12 cases from interpreters.

13 Q. So you sent this email without proper authority?

14 A. No, but there's a reason for this.

15 Q. I did not ask you the reason, Mr. Siddiqi. I asked --

16 MR. ROBERTS: Objection. I think she's asked -- he's  
17 answered the question. It's becoming argumentative.

18 JUDGE ROSAS: Sustained. Rephrase with the follow-up.

19 Q. BY MS. BRADLEY: When you sent this email to Maria  
20 Portillo asking her to remove this case from her calendar,  
21 did you have the authority to do so when you sent the email?

22 A. I think, yeah, I had the authority to.

23 Q. Okay. Thank you.

24 And you've worked for SOSi, Mr. Siddiqi. Is that  
25 correct?

1 A. Yes.

2 Q. Okay. And in your capacity, in your work for SOSi, you  
3 assign cases to interpreters. Is that correct?

4 A. Yeah, I offer assignments to interpreters.

5 Q. And do you have any other business relationships with  
6 interpreters other than your work for SOSi?

7 A. Business relationships with interpreters?

8 Q. Yes.

9 A. No.

10 Q. Okay. So in your prior testimony when you had  
11 characterized the interpreters as your clients, that was not  
12 accurate, correct?

13 A. What do you mean?

14 Q. You had testified or you had characterized in your prior  
15 testimony that the interpreters were your clients. Do you  
16 recall that?

17 A. I mean what is a client?

18 Q. Do you recall that you characterized them as your  
19 clients in your testimony earlier today?

20 A. Yeah, I recall that.

21 Q. Okay. But you have just told me now that you have no  
22 business relationship with the interpreters other than your  
23 work for SOSi, correct?

24 A. I mean working -- I work with the interpreters in that I  
25 send them cases, they confirm cases, they communicate with

1 me, I communicate with them. This is a kind of relationship  
2 that we have.

3 Q. But that is in your capacity as a SOSi employee,  
4 correct?

5 A. Yes, that's right.

6 Q. And outside of your capacity as a SOSi employee, do you  
7 have any other business relationships with any other SOSi  
8 interpreters?

9 A. No.

10 Q. Okay. So it was not accurate to characterize SOSi  
11 interpreters as your clients, correct?

12 A. Maybe I -- that was lack of like knowledge of the proper  
13 word to use.

14 Q. Okay.

15 A. And I apologize for that if it was interpreted as a  
16 different thing.

17 Q. I just wanted to clarify that point.

18 MS. BRADLEY: No further questions of this witness.

19 JUDGE ROSAS: Any follow-up?

20 MR. ROBERTS: I don't have anything else.

21 MS. HADDAD: No, Your Honor.

22 JUDGE ROSAS: Thank you, sir. You're excused. Please  
23 do not discuss your testimony with anyone until you're  
24 advised by counsel that the case is over, all right.

25 THE WITNESS: Thank you, Your Honor.

1 JUDGE ROSAS: Have a good day.

2 THE WITNESS: Thank you.

3 **(Witness excused.)**

4 MR. ROBERTS: Just a couple minutes. We have --

5 JUDGE ROSAS: Off the record.

6 **(Off the record from 3:10 p.m. to 3:21 p.m.)**

7 JUDGE ROSAS: On the record.

8 MS. HADDAD: Your Honor, in an off-the-record  
9 discussion, General Counsel and Respondent's counsel had a  
10 discussion on stipulating to certain documents. First, we'd  
11 like to admit what's been marked as -- move to admit what's  
12 been marked as GC Exhibit 295. It is Respondent's position  
13 statement. We are relying on it only to the extent that --  
14 only for the paragraphs on pages 2 and 3, specifically the  
15 first paragraph under the heading Non-Renewals. It is one  
16 paragraph only, and it ends with the last phrase, "that would  
17 be deemed protected under federal law," and the first  
18 paragraph on page 3.

19 **(General Counsel's Exhibit 295 marked for identification.)**

20 MR. ROBERTS: We have no objection for that purpose.

21 JUDGE ROSAS: Okay. So it is received.

22 **(General Counsel's Exhibit 295 received in evidence.)**

23 **(General Counsel's Exhibit 296 marked for identification.)**

24 MS. HADDAD: Secondly, we seek to admit what's been  
25 marked GC Exhibit 296. These are documents that are

1 responsive to General Counsel's subpoena paragraph 54, which  
2 states, "copies of the personnel files of the following  
3 interpreters of Respondent, including dates worked, contracts  
4 signed, contract extensions signed, appraisals, reviews,  
5 write-ups, disqualifications, and contract renewals from  
6 August 1, 2015 to the present." The interpreters are Jo Ann  
7 Gutierrez Bejar, Hilda Estrada, Stephany Magana, Kathleen  
8 Morris, Maria Portillo, Irma Rosas, Ismael Carrillo, Patricia  
9 Rivadeneiro, Rosario Espinosa. We will be submitting the  
10 personnel files of Jo Ann Gutierrez Bejar, Hilda Estrada,  
11 Stephany Magana, Maria Portillo, Kathleen Morris, and  
12 Patricia Rivadeneiro only, and it is complete with the  
13 exception of those interpreters -- named interpreters,  
14 Independent Contractor Agreements which have already been  
15 admitted to the record.

16 MR. ROBERTS: We have no objection except characterizing  
17 is they're called interpreter master files. We provided them  
18 in response to her request for personnel files, but we  
19 certainly don't stipulate that they're personnel files in the  
20 traditional senses.

21 MS. HADDAD: That's fine.

22 JUDGE ROSAS: Okay. All right. So those are received.

23 **(General Counsel's Exhibit 296 received in evidence.)**

24 **(Respondent's Exhibits 34, 35, and 36 marked for**  
25 **identification.)**

1 MR. ROBERTS: And we, Your Honor, we discussed some of  
2 our own, and I believe we've provided copies of some emails  
3 that have been marked as Respondent's Exhibit 34, 35, and 36,  
4 which we're offering by stipulation. 36 is a resume of  
5 Ms. Espinoza that was not in her interpreter master file.  
6 The other two, 34 and 35, are email exchanges regarding  
7 travel, and we're offering those by stipulation.

8 MS. HADDAD: No objection. I mean we'll stipulate.

9 JUDGE ROSAS: No objection to Respondent's 34, 35, and  
10 36. Is that correct?

11 MS. HADDAD: That's correct.

12 MS. BRADLEY: No objection, Your Honor.

13 JUDGE ROSAS: Okay. They're received.

14 **(Respondent's Exhibits 34, 35, and 36 received in evidence.)**

15 MR. ROBERTS: We're ready for our next witness,  
16 Mr. O'Brien.

17 JUDGE ROSAS: Okay.

18 MR. KRAMER: How about the tax documents? Tax  
19 documents. The tax documents -- Magana's tax documents.

20 MR. ROBERTS: We can do those later.

21 MR. KRAMER: Okay.

22 JUDGE ROSAS: All right. We're on the record. We --

23 MR. ROBERTS: Respondent -- I'm sorry.

24 JUDGE ROSAS: Go ahead.

25 MR. ROBERTS: Respondent recalls Charles O'Brien.

1 JUDGE ROSAS: Mr. O'Brien, I remind you, you're still  
2 under oath.

3 (Whereupon,

4

**CHARLES O'BRIEN**

5 was recalled as a witness by and on behalf of the Respondent  
6 and, having been previously duly sworn, was examined and  
7 testified as follows:)

8

**DIRECT EXAMINATION**

9 Q. BY MR. ROBERTS: Mr. O'Brien, I know you testified at  
10 some length yesterday. I'll try not to retread around what's  
11 already been covered, but some few specific questions. Does  
12 SOSi have -- under the DOJ contract, do you have other  
13 subcontractors that you work with, like larger  
14 subcontractors?

15 A. Under our contract, we have SCSI, and we have individual  
16 contractors.

17 **(Respondent's Exhibit 37 marked for identification.)**

18 Q. BY MR. ROBERTS: Okay. I'm going to show you what I've  
19 marked for identification as Respondent's Exhibit 37. Do you  
20 know what this document is?

21 A. Yes, I do.

22 Q. What is it?

23 A. It's the contract with Southern California School for  
24 Interpretation for their services.

25 Q. But it's not the entire contract, right? It's the --



1 A. That's correct.

2 Q. -- reps and service.

3 A. Correct.

4 Q. And are those -- do you have -- in all your  
5 subcontracts, do you include reps and service?

6 A. We do.

7 MR. ROBERTS: I offer Respondent's 37.

8 MR. LOPEZ: No objection.

9 MS. BRADLEY: No objection.

10 JUDGE ROSAS: Respondent's 37 is received.

11 **(Respondent's Exhibit 37 received in evidence.)**

12 Q. BY MR. ROBERTS: Just a clarification on the scope of  
13 SOSi's business with the EOIR Courts. Are there certain  
14 types of interpretation that a different company is  
15 responsible for?

16 A. Yes, there's two other contracting companies providing  
17 interpretation services contract support to EOIR.

18 Q. And who are they?

19 A. Lionbridge and LSA.

20 Q. And what is the scope of their -- if you know, the scope  
21 of their responsibility?

22 A. They provide unscheduled telephonic interpretation.

23 Q. And what do you mean by unscheduled telephonic  
24 interpretation?

25 A. If they have not placed an order for a scheduled

1 telephonic interpretation with SOSi, they can place an  
2 unscheduled order or pick up the phone essentially to receive  
3 services from Lionbridge or LSA.

4 Q. But SOSi has scheduled telephonic.

5 A. Correct.

6 Q. And, of course, it has all of the in-person?

7 A. Correct.

8 Q. Okay. I want you to look at Joint Exhibit 1(ggg) which  
9 is a set of spreadsheets from September of 2017, Parts A  
10 through D.

11 A. Okay.

12 Q. Do you have those?

13 A. I do.

14 Q. Just a few points of clarification, particularly when  
15 you go to Part B, as in boy, which starts at 42.

16 A. Okay.

17 Q. The term "procurement notes," what does that mean?

18 A. So those are notes that our procurement department  
19 places into our master database that are pertinent to that  
20 independent contractor, the contract interpreter's ICA.

21 Q. And what kind of information is typically included in  
22 those notes?

23 A. Anything may be specifically negotiated and agreed upon  
24 between the contract interpreter and SOSi per their ICA.

25 Q. Okay. And does this Joint Exhibit 1(ggg) accurately

1 reflect the rates as they existed at least as of September  
2 2017?

3 A. September 7, 2017.

4 Q. And to the extent that there are rates that are higher  
5 than what may have been termed a maximum rate, are these  
6 higher rates actually in place?

7 A. Yes. So this accurately reflects the rates per those  
8 contracts.

9 Q. I notice on like -- just as an example, looking at page  
10 69, which is in Part B, as in boy, and looking at line or row  
11 517, 5-1-7, there's some kind of what you might call odd  
12 numbers like for half day rate, \$313.50, for full day rate  
13 \$498.71. Are those actually the rates that --

14 A. Those are actually the rates that the contract  
15 interpreter negotiated.

16 Q. Where it shows -- like on that same page, if you look at  
17 row 5-2-4, 524, there's, in the procurement notes, an  
18 asterisk with 24-hour minimum cancellation. What does that  
19 mean?

20 A. That they specifically agree to a 24-hour minimum  
21 cancellation.

22 Q. Meaning what? If they were -- if it was less than 24  
23 hours, what would happen?

24 A. They would receive payment.

25 Q. All right. If you would also next look at -- one other

1 question about that. Looking at Part C, page -- excuse me,  
2 Part D, page 149, column G --  
3 A. Hold on a second, please.  
4 Q. All right. Sorry.  
5 A. 149.  
6 Q. This is page 149. It's the first page of Part D. I  
7 just want to make sure we're -- columns G and H, where it  
8 says miles, the numbers that appear below there are miles,  
9 not dollars.  
10 A. That's correct.  
11 Q. So when it says in row 451, that's 51 miles, not \$51?  
12 A. That's correct.  
13 Q. And in rows I, J, K, and L, those are all miles -- I  
14 mean dollars, correct?  
15 A. I, J, K, and L are all dollar amounts.  
16 Q. Okay. And column M is the number of hours, minimum  
17 number -- that's in hours, correct?  
18 A. That's correct.  
19 Q. Okay. And the same for column F as in Frank?  
20 A. Correct.  
21 Q. Okay. And column E is also a dollar figure, the numbers  
22 in there?  
23 A. That's correct.  
24 Q. Okay. If you would look at Joint Exhibit 2, which is  
25 the disqualification spreadsheets, I think it's about 83

1 pages in length. Do you have that?

2 A. One second, please. There's a stack of papers here.

3 MR. LOPEZ: I'm sorry. Could you repeat that, please?

4 MR. ROBERTS: Joint Exhibit 2. Counsel, do you have  
5 that?

6 MR. LOPEZ: Yes, we do.

7 MR. ROBERTS: I just want to make sure you have it  
8 before I ask any questions.

9 Q. BY MR. ROBERTS: Have you found that yet, Mr. O'Brien?

10 A. I have not.

11 Q. Look in the right-hand side and see if --

12 A. Okay.

13 Q. You do have it.

14 A. Yes.

15 Q. Just again so the record -- we all know what we're  
16 talking about, on page 1, of Joint Exhibit 2, if you go down  
17 to the row that's Hector Flores, Hector Ruben Flores, do you  
18 see that?

19 A. Yes.

20 Q. And there's a reference in the middle of it where it  
21 says, "Good afternoon," and it says please disqualify this  
22 interpreter, but then it says, "We are assessing inadequate  
23 interpreter damages under COI#," and then it gives the COI  
24 number. What does that mean, "inadequate interpreting  
25 damages"?

- 1 A. So there are a series of tables in the prime contract,  
2 and those tables address fees for non-conformance and  
3 non-performance, and so inadequate interpreter damages would  
4 be one of the examples of a fee that would be assessing on  
5 SOSi for non-conformance.
- 6 Q. And who determines if there's an inadequate interpreter?
- 7 A. The court recommends and then LSU decides that.
- 8 Q. And that's some kind of penalty or damages that SOSi --
- 9 A. Monetary amount that it's charging on SOSi.
- 10 Q. There's this column, still on that first page, that says  
11 status. Do you see that?
- 12 A. I do.
- 13 Q. Or actually it's -- yeah, column, but if you turn to  
14 page 4 and look at the row for Flor de Maria Hitt, H-i-t-t.  
15 Do you see that?
- 16 A. I do.
- 17 Q. And under that column status, it says "Inactive - DQ All  
18 EOIR." What does inactive mean?
- 19 A. So not in the ready-to-work pool and then specifically  
20 that she's inactive because of a DQ for all EOIR.
- 21 Q. Would that indicate that she has not been reinstated?
- 22 A. As of the --
- 23 Q. As of the time of this report?
- 24 A. Yes, as of the time of this report being run.
- 25 Q. And if we see the term "inactive" under here, I think

1 there are -- some say "Inactive - Other," like for example on  
2 page 6, if you look at the row with the last name A-z-a-m,  
3 it's about seven or eight or nine lines down, first name of  
4 Md Azam for Brooklyn, New York. Do you see that?

5 MS. BRADLEY: What page?

6 Q. BY MR. ROBERTS: Page 6.

7 A. Page 6. Azam, Md.

8 Q. It says "Inactive - Other."

9 A. Right.

10 Q. Do you see that?

11 A. I do.

12 Q. Do you know what that means when it says "Other"?

13 A. So, again, I'd have to look into the specifics here. It  
14 starts off with the "DQ All EOIR." I'm uncertain right now  
15 why it doesn't say "Inactive - DQ All EOIR" versus something  
16 else.

17 Q. But anyone that says inactive for whatever reason, would  
18 that person not have been reinstated at least as of the  
19 date --

20 A. As of that date. It doesn't mean that they haven't been  
21 since.

22 Q. Are there circumstances in which interpreters have been  
23 disqualified for things that happened when they were  
24 disqualified while SOSi was in -- had the contract for things  
25 that happened when Lionbridge was the contractor?

1 A. Yes.

2 Q. And how would that happen?

3 A. There's a couple ways. If it was a service provided in  
4 the past and then an evaluation was requested of the hearing  
5 of SOSi. Another example is that unscheduled telephonic part  
6 that Lionbridge has, actually one of their interpreters was  
7 disqualified and they applied it against our contract.

8 Q. All right. The comments or the -- in the final column,  
9 DQ Description, where like on the first page, and again  
10 looking at Hector Flores, this is page 1, where it says  
11 "Please disqualify" and then it has comments, who makes those  
12 comments and writes those -- the letters saying "Please  
13 disqualify"?

14 A. The Language Services Unit of EOIR.

15 Q. Do you know how this information is transferred into  
16 this database?

17 A. So it's sent via email first from LSU to SOSi, and then  
18 it's copied and pasted into the database.

19 Q. To your knowledge, has SOSi ever initiated a  
20 disqualification of an interpreter?

21 A. Not to my knowledge.

22 Q. Has SOSi ever initiated a counseling of any interpreter?

23 A. Not to my knowledge.

24 **(Respondent's Exhibit 38 marked for identification.)**

25 Q. BY MR. ROBERTS: I want to show you what I've marked as



1 Respondent's Exhibit 38. Are you familiar with this  
2 document?

3 A. I am.

4 Q. What is it?

5 A. It's an email from Brett Wigger, who is the quality  
6 coordinator at LSU, to Sergey Romanov, and you see myself and  
7 Furugh and others, with regards to the local standards at the  
8 Florence Court with regards to their dress code.

9 Q. Is this in Florence, Arizona?

10 A. Yes.

11 MR. ROBERTS: I offer Respondent's 38.

12 MR. LOPEZ: No objection.

13 MS. BRADLEY: No objection.

14 JUDGE ROSAS: Respondent's 38 is received.

15 **(Respondent's Exhibit 38 received in evidence.)**

16 MR. ROBERTS: I don't have any further questions.

17 JUDGE ROSAS: Cross.

18 **CROSS-EXAMINATION**

19 Q. BY MR. LOPEZ: Welcome back, Mr. O'Brien.

20 A. Thank you.

21 Q. I just have a question again on the wage rate  
22 spreadsheet or, no, sorry, the disqualification spreadsheet  
23 that's Joint Exhibit 2.

24 A. Okay.

25 Q. While we were going through this, I noticed a notation

1 that I'm a little confused about or just don't understand  
2 what it is. If you go over to, I think it's page 6, the one  
3 that ends with Sylvia Whitworth.

4 A. Okay.

5 Q. The second row in the sort of notations column, there's  
6 an A number only, and I think you've said before that that's  
7 for disqualification of that A number.

8 A. Yes.

9 Q. There's a Maria Ayuso next to it. What does that mean?

10 A. Yeah, so I think she was doing quality control checks  
11 through the database. If you look at page 1, the very first  
12 ones, she did the same thing, and that was from 2013. So it  
13 seems to be a practice that she was doing while working for  
14 Lionbridge as well. I wasn't at SOSi when she was working  
15 for SOSi.

16 Q. Oh, she worked for SOSi previously then?

17 A. Maria Ayuso?

18 Q. Yeah.

19 A. Correct.

20 Q. Okay. What was her position when she worked for SOSi?

21 A. She was on the Quality Management Team.

22 Q. And she's no longer Quality --

23 A. Or it wasn't called the Quality Management Team back  
24 then, but she did quality work.

25 Q. Okay. And she's no longer in that position?

1 A. Correct.

2 Q. And I think you mentioned earlier she's now an  
3 interpreter.

4 A. Correct.

5 Q. Okay. Just clarifying. So as far as all the  
6 interpreters that have worked for SOSi under the DOJ-SOSi  
7 contract, have all those interpreters worked at EOIR only  
8 after signing an Independent Contractor Agreement?

9 A. Have all of our contract interpreters only worked at the  
10 court --

11 Q. For SOSi.

12 A. -- after signing an ICA?

13 Q. Yeah.

14 A. I'm sure there's someone who slipped through, but  
15 they're supposed to have a full executed contract before they  
16 can work.

17 Q. So there's no interpreters that SOSi has working at EOIR  
18 that it considers a direct employee?

19 A. Correct.

20 Q. This is just to clarify a little bit further then.

21 There are no interpreters that have worked for SOSi at  
22 EOIR -- sorry. All of the interpreters that have worked for  
23 SOSi at EOIR are considered by SOSi as independent  
24 contractors?

25 A. All of the interpreters who work at EOIR Immigration

1 Courts are contract interpreters, correct.

2 Q. Independent contractors.

3 A. Independent contractors, correct.

4 Q. It's SOSi's position. I'm sorry.

5 A. I'm sorry.

6 Q. It's SOSi's position that they are independent contract  
7 interpreters?

8 A. Correct.

9 MR. LOPEZ: No further questions, Your Honor.

10 JUDGE ROSAS: Charging Party?

11 MS. BRADLEY: No question of this witness, Your Honor.

12 JUDGE ROSAS: Any follow-up?

13 MR. ROBERTS: Nothing further.

14 JUDGE ROSAS: All right. Thank you, Mr. O'Brien.

15 You're excused.

16 **(Witness excused.)**

17 JUDGE ROSAS: Anything else?

18 MR. ROBERTS: No, Respondent rests.

19 **JUDGE ROSAS: Off the record.**

20 **(Off the record at 3:46 p.m.)**

21 **JUDGE ROSAS: On the record.**

22 Counsel?

23 MS. HADDAD: Your Honor, General Counsel rests.

24 MS. BRADLEY: Same for the Charging Party, Your Honor.

25 JUDGE ROSAS: Okay. So that concludes the testimony and

1 the record evidence in this case. Before we conclude that,  
2 we have everything in the kitchen sink, correct?

3 MS. BRADLEY: Did you want to put in the tax records?

4 MR. ROBERTS: I'm sorry. There was some documents that  
5 Charging Party -- one of the witnesses was going to get for  
6 us that have not yet been offered and --

7 JUDGE ROSAS: Okay.

8 MS. BRADLEY: These are Stephany Magana's tax documents  
9 and her City of Los Angeles tax registration certificate.

10 MR. ROBERTS: All right. Thank you. We would mark  
11 them -- we'll have to make copies of them, but --

12 JUDGE ROSAS: So what are you designating them as?

13 MR. ROBERTS: They'll be Respondent's 39 and 40. 39  
14 will be the tax documents and 40 is a tax certificate, both  
15 with regard to Ms. Magana.

16 **(Respondent's Exhibits 39 and 40 marked for identification.)**

17 JUDGE ROSAS: Okay. And I see it's a tax return. So  
18 you should have some identifying information such as birth  
19 dates and Social Security Numbers redacted before it gets --

20 MR. ROBERTS: I think they've already been redacted.

21 MS. BRADLEY: I've stricken through the Social Security  
22 Numbers, Your Honor.

23 MR. ROBERTS: We'll make sure that everything is  
24 redacted, but to get them to the court reporter.

25 MS. HADDAD: We'll make copies in the back.

1 MR. ROBERTS: You'll make copies, okay.

2 MS. HADDAD: Yes.

3 JUDGE ROSAS: All right. So they're Respondent's --

4 MR. ROBERTS: Well, we offer those.

5 JUDGE ROSAS: -- Exhibits --

6 MS. HADDAD: 39 and 40.

7 MR. ROBERTS: 39 and 40.

8 JUDGE ROSAS: -- 39 and 40. No objection?

9 MS. HADDAD: No objection.

10 MS. BRADLEY: No objection.

11 JUDGE ROSAS: All right. So they're received.

12 **(Respondent's Exhibits 39 and 40 received in evidence.)**

13 JUDGE ROSAS: So that's it?

14 MR. ROBERTS: Yes.

15 MS. HADDAD: That's it.

16 JUDGE ROSAS: That includes all the record evidence and  
17 the testimony that we're going to receive in this case.  
18 Okay.

19 So that will bring the hearing to a close.

20 What I'm going to ask for is briefs by November 16,  
21 2017, submitting proposed findings of fact, conclusions of  
22 law. I refer the parties to the court's rules for -- rules  
23 and regulations for the submission thereof.

24 Also as I previously indicated to the parties, should  
25 there be anything new that the parties are going to reference

1 in the case, such as asking me to take administrative or  
2 judicial notice of anything that hasn't been already referred  
3 to in the record, in addition, General Counsel, such as the  
4 position statement you offered, if there's anything else in  
5 there that you're going to rely upon as party admission,  
6 advise the Respondent so that they can address that, be on  
7 notice and address that in their briefing.

8 **There being nothing else, off the record.**

9 **(Whereupon, at 4:02 p.m., the hearing in the above-entitled**  
10 **matter was closed.)**

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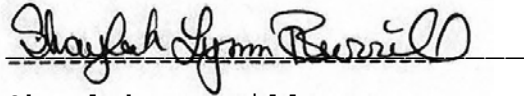
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**CERTIFICATION**

1  
2       This is to certify that the attached proceedings before  
3 the National Labor Relations Board (NLRB), Region 21, in the  
4 matter of **SOS INTERNATIONAL, LLC**, Case Nos. 21-CA-178096, et  
5 al., at Washington, D.C., on October 10, 2017, was held  
6 according to the record, and that this is the original,  
7 complete, and true and accurate transcript that has been  
8 compared to the recording, at the hearing, that the exhibits  
9 are complete and no exhibits received in evidence or in the  
10 rejected exhibit files are missing.

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15       

16       Shaylah Burrill

17       Official Reporter  
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